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ILLINOIS 1901

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SIXTH ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION

OF

ILLINOIS

MARCH 1, 1901.

SPRINGFIELD, ILL.
PHILLIPS BROS., STATE PRINTERS,
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STATE BOARD OF ARBITRATION.

(As constituted for 1901-2.)

FREDERICK W. JOB, *Chairman*, Marquette Bldg., Chicago.
CHAUNCEY B. GEIGER, Ashley.
W. A. MATHIS, Clinton.

J. MCCAN DAVIS, *Secretary*.

CHANGES IN MEMBERSHIP.

On the date of this report (March 1, 1901,) the State Board of Arbitration was composed of H. R. Calef of Monticello, chairman; W. S. Forman of East St. Louis, representing the employers, and Daniel J. Keefe of Chicago, representing organized labor. Subsequently Governor Yates appointed the following persons as members of the board: Frederick W. Job of Chicago, to succeed W. S. Forman, term expired; C. B. Geiger of Ashley, Washington county, to succeed H. R. Calef, resigned, and W. A. Mathis of Clinton, DeWitt county, to succeed Daniel J. Keefe, resigned. Mr. Geiger was appointed as the representative of the employers and Mr. Mathis, of organized labor. The new board, upon meeting for organization, elected Mr. Job chairman and re-elected J. McCan Davis, secretary.

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LETTER OF TRANSMITTAL.

SPRINGFIELD, ILL., March 1, 1901.

To His Excellency, RICHARD YATES, *Governor of Illinois:*

In compliance with the law, we have the honor to submit the sixth annual report of the State Board of Arbitration, covering the year ending with this date.

Very respectfully,

HORACE R. CALEF,
W. S. FORMAN,
DANIEL J. KEEFE,
State Board of Arbitration.

J. MCCAN DAVIS,
Secretary,

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SIXTH ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION

In the last annual report of this board, the suggestion was made that the jurisdiction of the board be extended so as to confer the power of independent investigation in cases affecting the public interests. Under the law as it then existed, it was pointed out, there could be no effective inquiry into the facts of any case unless one or both parties, by formal petition, should request such inquiry. "A strike or lock-out," it was stated, "frequently involves the public interests to a large extent. It may be continued through a long period of time, and entail great loss and inconvenience upon the public. The board may only endeavor to effect a settlement through conciliatory means. Should it attempt, of its own motion, to ascertain the facts, it must depend entirely upon voluntary testimony. We are of the opinion that the powers now possessed by the board in cases heard upon application of the parties, with reference to the attendance and testimony of witnesses, should be extended to all cases which, in justice to public interests, would appear to require investigation. The finding of the board in such a case, of course, would bind nobody; but if manifestly a fair and impartial presentation of the facts, it would unquestionably have an important influence upon public opinion; and a pronounced and assertive public opinion is no small factor in the settlement of this class of difficulties. This power of investigation should be wholly discretionary, and should be resorted to only in cases involving the public welfare to a marked extent—as, for instance, strikes or lock-outs of a wide-spread character, jeopardizing life or property, or tending to deprive the public of its supply of food or fuel, or of its facilities for communication or transportation."

In accordance with this suggestion a bill was prepared under the direction of the board and introduced in the Forty-second General Assembly. It passed both houses without opposition, and having

Note.—This report embraces a record of the cases formally investigated during the year ending March 1, 1901. The report has been withheld from the printer until a later date in contemplation of the reorganization of the board and of the enactment of an important amendment to the arbitration law.

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been approved by Governor Yates will become effective July 1. The amendatory act inserts in the arbitration law a new section, to be known as "section 6b," reading as follows:

Whenever there shall exist a strike or lock-out, wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lock-out shall consent to submit the matter or matters in controversy to the State Board of Arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lock-out and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out; and in the prosecution of such inquiry the board shall have power to issue subpœnas and compel the attendance and testimony of witnesses as in other cases.

It is contemplated that the power thus conferred will enable the board to effect a settlement of many strikes and lock-outs which heretofore, though of the greatest public importance, have been wholly beyond its jurisdiction. It frequently happens that one or both parties are favorable to arbitration; yet neither may be willing to take the initiative, fearing that this may be construed by the opposite party as a confession of weakness. Meantime the public remains in ignorance of the true situation, owing to the entire lack of any means of ascertaining all the facts, and as a consequence public opinion either is divided or is but vaguely formed and is altogether without force. It may happen also in such cases that one or both of the parties themselves lack information which would enable them to arrive at a settlement if the facts were in their possession.

It is the purpose that the power conferred by the new law shall be exercised judiciously and only in cases in which there is an obvious and pronounced public interest. When and to what extent the power shall be exercised is wholly discretionary with the board. With the growth of organization, both of employers and employés, the public has an interest in almost every strike or lock-out of any magnitude. It is important, however, that a careful distinction should be made between controversies affecting the public welfare and those which concern only the parties directly involved. The power of investigation should not be resorted to in the latter class of cases except upon the petition of one or both parties to the controversy; but where the public is vitally concerned—and this must be determined by the circumstances of each individual case—the law manifestly imposes upon the Board of Arbitration an obligation to ascertain the facts and lay them before the public, with such recommendations as appear likely to conduce to a just and satisfactory settlement of the difficulty. It is the expectation that in many cases such recommendations will be accepted and carried out.

In October, 1900, the secretary of the board, by request of the United States Industrial Commission, went to Washington, D. C., and testified before that body on the subject of industrial arbitration and conciliation. His testimony is appended to this report.

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THE SALINE COUNTY CASE.

This board was called upon in March, 1900, to adjust a difference as to the mining rate in Saline county. The joint scale committee which prepared the scale of mining prices for all of the other mines of the State had fixed the Saline county rate at forty-five cents. The operators of that county claimed that they were entitled to the rate which had been fixed for the adjoining county of Williamson—forty-two cents per ton. The board proceeded to Harrisburg and after a full investigation decided to sustain the scale rate of forty-five cents per ton. The decision, which was accepted by both sides, fully sets forth the facts in the case. It is as follows:

STATE OF ILLINOIS,
BOARD OF ARBITRATION.

SPRINGFIELD, April 25, 1900.

In the matter of the joint application of the Davenport Coal Company, of Harrisburg, Ill., and its employés. Application filed March 30. Hearing at Harrisburg, Ill., April 17.

DECISION.

The Davenport Coal Company is engaged in the business of mining coal at Ledford, Saline county, four miles from Harrisburg, the location of its office. The application, signed by the company and a majority of its employés, sets forth that the company employs ninety-seven miners and thirty day men, and that there is a difference of the following nature between said company and the miners in its employ:

"That at a meeting of the miners and operators held at Springfield on the second day of March, a scale or rate was placed on this (Saline) and Williamson county, a difference of three cents being made, placing Saline county at a rate of 45 cents per ton and Williamson county at 42 cents; and the question we ask arbitrated is, 'If there is a difference justly due Saline county miners, what is it?'"

It will be seen that the difficulty arises from the mining scale fixed for the mines of the State by the joint scale committee, composed of operators and miners representing the various sections of the State. A joint convention of operators and miners was held at Springfield from February 19 to March 2, 1900. This convention appointed the joint committee which fixed the State scale.

It appears that the miners of Saline county were duly represented in the convention, but that the Saline county operators were not there, nor had they a representative in the convention. Under former scales, fixed in the same manner by the joint committee, Saline and Williamson counties had been placed on the same basis. It appears to have been the intention, at the outset, in this convention to follow the rule again this year, and fix the rate for both counties at 45 cents a ton. The Williamson county operators, however, contended for a lower rate, and after a protracted contest they secured a reduction to 42 cents.

Then arose the question as to the price to be fixed for Saline county. There was no one present authorized to speak for the operators, and the sub-committee of the joint scale committee, which had the matter in charge, proceeded with such light as it was possible to secure. The result was that the rate for Saline county was fixed at 45 cents, the sub-committee, in its report, making the following explanation:

"In reporting the scale agreed to for Saline county, the sub-committee desires the records to show that in the absence of any of the interested operators the matter was considered by the miners representing that county and the operators interested in Williamson county. The Williamson county oper-

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ators reported: 'Upon the statement of the miners' delegate from Saline county reporting that the Saline county vein was not the same vein as in Williamson county, and that the operators of Saline county enjoyed a ten-cent lower freight rate north and twelve and one-half cents lower freight rate south than the mines of Williamson county, we, the operators of Williamson county, have no objection to the miners' delegates fixing the rate in Saline county at 45 cents.'"

This board is now asked by the Saline county operators to reduce the mining rate to 42 cents, on the ground that they should be placed, as for several years heretofore, on an equality with the Williamson county operators. Not having been represented in the joint convention at Springfield, they do not feel bound to abide by the scale fixed by authority of said convention.

The Davenport Coal Company is the largest coal producer in Saline county. Of the total output of 94,148 tons for the year ending June 30, 1899, this company produced 62,943 tons. The only other mine of importance in the county is that at Harrisburg, operated by the Harrisburg Mining and Coal Company, which produced 25,300 tons during the same period, leaving only 5,905 tons produced by the other mines of the county. The Harrisburg Mining and Coal Company, while not a party to the application, and therefore not legally bound by the decision in this case, had a representative at the hearing, who not only testified as a witness, but also freely interrogated other witnesses. The testimony shows that the conditions at the Harrisburg and Ledford mines are identical, or nearly so, and it is to be presumed that the rate fixed by this decision for the Davenport Coal Company will be paid also by the Harrisburg Mining and Coal Company, notwithstanding the absence of legal obligation to pay such rate.

The evidence shows that the conditions in the Saline and Williamson county mines, with reference to the cost of production and the producing capacity of the individual miner, are nearly the same, and if both fields had the same market facilities, the conclusion would be irresistible that the same mining rate should apply to both counties. It appears, however, that the Saline county mines are excluded altogether from the general coal markets. Their location is so remote from Chicago and St. Louis that, on account of the difference in freight rates, it is impossible to compete in those markets with mines more favorably located; and a peculiar lack of transportation facilities closes to these mines the coal markets of the South and Southwest. The Harrisburg and Ledford mines are located on the Cairo division of the Big Four railroad and are entirely dependent upon that railroad for transportation facilities. The operators testify that for four years the Big Four railroad has invariably refused to furnish cars for the shipment of coal beyond the terminus of its own line at Cairo.

It appears that the Big Four railroad is the largest consumer of Saline county coal, taking regularly more than half of the output of the mine at Ledford, and on occasions nearly all of it. The remainder of the coal produced at Ledford and Harrisburg finds its market almost exclusively in the towns along the Big Four railroad between Cairo and Carmi, a distance of 102 miles. This is not an extensive market, but the Saline county mines appear to have a practical monopoly of it, limited as it is—the disadvantage in freight rates excluding from it the mines in Williamson and Jackson counties, which are located on other railroads.

If the Saline county mines were in reality competitors of the Williamson county mines in some general market, we should unhesitatingly reduce the mining rate to 43 cents, in order that the competitive conditions might be fair and equitable. This would be just, not only to the operators, but to the miners as well, for it would mean increased production, and consequently more constant employment and larger earnings. But so far as the evidence discloses, a reduction of the mining rate from 45 to 42 cents would not extend the market for the Saline county mines in any direction. It would not open the Chicago and St. Louis markets, and it would not furnish cars for the shipment of coal beyond the Ohio and Mississippi rivers. The mines would have only the same market as heretofore.

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On the other hand, if the mining rate is left at 45 cents, as fixed by the joint scale committee, higher freight rates still remain an effective bar in this limited market against competition from other coal fields.

The State scale fixed by the joint scale committee has been so satisfactory in its application to the mines of the State that we are not disposed to change it where it is possible to avoid such change—not even where, as in the present instance, the operators have not been parties to the formation of the scale, and consequently are not bound by it. So far as we are informed, the scale has been almost universally accepted, the only opposition thus far coming from Saline county. All other mines are in operation at the scale prices, including even those of the Chicago & Alton sub-district, whose operators had no participation in the formation of the scale.

The Saline county operators had a legal right, as they might choose, either to attend or to remain away from the joint convention which adopted the scale; but it is to be regretted that they neglected their opportunity to be present and participate in its proceedings. There appears to have been a disposition on the part of the scale committee to deal fairly with all sections of the State, and if Saline county suffered any injustice it was due to a lack of information, which, owing to the absence of the operators of that county, it was impossible to supply. It seems highly probable that if they had been present they would have secured the same mining rate as was eventually fixed for Williamson county; for their production is comparatively small (being less thon nine per cent of that of Williamson county), and the mining rate, as affecting the rest of the State, was not a matter of large importance.

For the reasons stated—more particularly for the reason that the Davenport Coal Company appears to practically control its limited market—we are of the opinion said company can afford to pay a slightly higher mining rate than is paid in Williamson county, and that, the rate having been fixed at 45 cents by the joint State scale committee, no sufficient reason has been shown why said rate should be disturbed.

It is therefore adjudged that the Davenport Coal Company pay its miners forty-five (45) cents per ton, run of mine.

HORACE R. CALEF, *Chairman*,
DANIEL J. KEEFE,
W. S. FORMAN,
State Board of Arbitration.

J. MCCAN DAVIS,
Secretary.

EAST ST. LOUIS BUILDINGS TRADES CASE.

In December, 1899, the painters and carpenters of East St. Louis joined in a notice to the ccontractors of that city that on and after the first day of the ensuing April they would demand forty-five cents per hour for carpenter work and $3 per day or thirty-seven and a half cents per hour for painting. Their demand was not granted by the contractors and as a result there was a serious suspension of all operations in the buildings trades in East St. Louis for several weeks following April 1, 1900. The matter was finally submitted to this board for adjudication in June, and extended investigation was conducted by the board and a decision rendered fixing wages which were equivalent to an increase of thirty cents per day for each class of mechanics involved in the controversy. All parties accepted the decision and the unfortunate difficulty was adjusted. Following is the decision of the board in this case:

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STATE OF ILLINOIS,
STATE BOARD OF ARBITRATION.

SPRINGFIELD, June 22, 1900.

In the matter of the joint application of the Southern Illinois Construction Company, W. C. Bosquit, E. C. Hamler, John Owens, Henry Louis, Christ Anderson, A. Anderson, N. P. Story, Carl Brothers, John M. McCarthy, R. A. McHale, C. J. Miller, M. N. Mease, J. D. Dates, E. C. Gain, Paul Thies, Ed Reed, D. M. Dial, A. Bosley, Jesse Godney and C. H. Way, all contractors and builders of the city of East St. Louis, and Murray & Biehl, F. J. Correll, E. J. Corrigan, Justin Ducray, H. C. Ostrander, G. W. Kelley, George Levy, D. A. Morgan, John Worman, A. C. Zittle and I. W. Pope, all contracting painters of the said city of East St. Louis, and the carpenters and painters in the employ of the aforesaid contractors and builders and contracting painters.

This is a controversy between the journeymen carpenters and painters and the contractors of East St. Louis. Claims are made by the men that prior to 1894 the scale of wages for carpenters in East St. Louis was $37\frac{1}{2}$ cents per hour: that on account of dull times in the building trades wages were reduced by the voluntary action of the men, from $37\frac{1}{2}$ cents to $31\frac{3}{8}$ cents per hour; that this decreased rate was continued until 1897, when a demand was made for 35 cents per hour, or within $2\frac{1}{2}$ cents per hour of the former scale, which increase, after the lapse of two weeks, was conceded.

It is also claimed that building materials of all kinds have increased in price from 25 to 50 per cent, which increase has been willingly paid by the contractors; that the cost of living in East St. Louis, including house rent, has materially increased in this time; that carpenters and painters in this city are compelled to lose more or less time on account of bad weather and failure to obtain materials promptly; that, by reason of the fact that the buildings usually erected in said city are not of an expensive kind and are therefore soon completed, much time is necessarily lost in moving from one job to another; that the best workmen, whose services were most sought after, could make only from $600 to $700 per year, while those less fortunate could make only from $300 to $400 per year; and that, all things considered, the carpenters and painters are entitled to a substantial increase in wages.

The position of the contractors, on the other hand, is that they can not, in view of the sharp competition, pay more, and that the building business has been very seriously embarrassed for several years, not so much on account of the wages demanded as on account of the sympathetic strikes, which have involved most of the builders of the city, whether they were directly to blame for the grievances complained of or not. One contractor, who had the contract for the erection of the new City Hall, which was a union job, testified that while engaged upon that work he had a strike almost every day.

It appears from the testimony that the occasion for this complaint arises from the fact that the Building Trades Council of East St. Louis is formed from eighteen unions, fourteen of which are in St. Louis, and only four of which are on the Illinois side of the river—only three of which unions, in fact, being in East St. Louis—the result of this circumstance being that the building situation in East St. Louis has been dominated and controlled by unions having no existence in East St. Louis or in Illinois, and it is alleged that this persistent meddling by outside unions has been a constant menace to the contractors of East St. Louis, causing frequent strikes where neither contractors nor their employés were in anywise involved in the matter in controvery, and making it impossible for contractors to determine in advance, with any approach to certainty, the time likely to be consumed in the completion of their work.

We are glad to state that this difficulty now seems likely soon to be eliminated. During the hearing of this case, the carpenters and painters, through their representative, offered to sign an agreement that hereafter they would not encourage or participate in any sympathetic strikes: that if difficulties arise they shall be submitted to some method of arbitration, and that the men, pending such a settlement, shall continue at work—thus avoiding all disturbances in the building business growing out of sympathetic strikes.

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We congratulate the citizens of East St. Louis that such an agreement is now being entered into, and in our expectation will be fully consummated within the next few days. The importance of such an agreement is shown by the fact that one contractor, in the course of his testimony, stated that he would have no hesitation in conceding the wages demanded, provided he could fully avoid the difficulties growing out of the sympathetic strike.

Regarding the question of wages, these facts are to be taken into consideration: That there has been, within the past two or three years, a general increase of wages all over the country; that it seems to be the settled policy everywhere that the wages in communities immediately adjacent to large cities shall be substantially the same as the wages paid in such cities: that in Chicago, for instance, the rate of wages for carpenters in the city proper, prior to the present controversy between the contractors and their employés in that city, was 42½ cents per hour, and that in all cities and towns adjacent to Chicago the same wages have been uniformly paid: that the same rule applies to New York and the adjacent communities, where the wages for carpenters are conceded to be 50 cents per hour. East St. Louis, by reason of its nearness to St. Louis, may be regarded as practically a part of that city, and therefore should be subject to the same rules with reference to wages as is applied to other communities adjacent to large cities.

While it is conceded that the union carpenters now at work in St. Louis are receiving 45 cents per hour, the difficulty there has not yet been adjusted, and the rate that will be finally determined upon is a matter of uncertainty. It seems fair to assume, however, that the rate for carpenters in St. Louis will be fixed at somewhat of an advance over that formerly paid, which was 35 cents per hour.

Considering the proximity of East St. Louis to St. Louis, and the increase in the cost of living which seems to be admitted, and considering also the other facts in the case, to which allusion has been made, we have decided to fix the wages for carpenters at thirty-eight and three-fourths (38¾) cents per hour, and the wages for painters at thirty-five (35) cents per hour, eight hours to constitute a day's work. This will be equivalent to $3.10 per day for carpenters and $2.80 for painters—an increase of thirty (30) cents per day for each class of mechanics.

We respectfully submit this decision, confidently hoping that the agreement already alluded to for the avoidance of the sympathetic strike will be promptly signed by all parties to this controversy, and that this will be the last of the strike or the lock-out in East St. Louis for years to come.

H. R. CALEF, *Chairman.*
DANIEL J. KEEFE,
W. S. FORMAN,
State Board of Arbitration.

J. MCCAN DAVIS, *Secretary.*

CHICAGO HEIGHTS CASE.

In July, 1900, the strike of the coremakers employed by the Walburn-Swenson Company, of Chicago Heights, was brought before the board upon an application signed by a majority of the striking coremakers. The company declined to join in the application. The board, after fully investigating the matter, sustained the men in their demand for an increase of wages to $2.75 per day. Subsequently operations were resumed upon the basis of adjustment recommended by the board. Following is the decision in this case:

STATE OF ILLINOIS,
BOARD OF ARBITRATION.

CHICAGO, August 9, 1900.

In the matter of the application of the coremakers employed by the Walburn-Swenson Company, of Chicago Heights, Illinois. Application filed July 17. Hearing at Chicago Heights July 27, 1900.

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The application in this case is signed by a majority of the coremakers employed by the Walburn-Swenson Company, engaged in the business of manufacturing machinery at Chicago Heights, Cook county. The company was given an opportunity to join in the application, but declined to do so.

The grievances complained of by the employés are stated in the application as follows:

"That the said company refused and still refuses to pay the petitioners wages of $2.75 per day, and recognize the rules of the International Coremakers' Union, of which organization the petitioners, as members of the Chicago Heights Coremakers' Union, Local No. 56, are members."

It appears from the evidence that the coremakers employed by the Walburn-Swenson Company have been receiving $2.50 per day; that in May last they appointed a committee which waited upon the company and demanded an increase of wages to $2.75 per day; that the company refused to grant the demand and laid off the members of said committee. This action on the part of the company was followed by a strike on the part of the coremakers, and said strike is still on.

It appears that coremakers at other foundries at Chicago Heights and vicinity, as well as in Chicago and elsewhere, are paid $2.75 per day, the Walburn-Swenson Company being the only important exception to this general rule. Evidence was also introduced, and was not contradicted, showing that the work of the coremakers at the foundry of the Walburn-Swenson Company is somewhat harder than at other foundries. It was also shown that the cost of living in Chicago Heights is higher than in Chicago.

As the Walburn-Swenson Company is not a party to this proceeding no decision by this board in the matter will be binding upon said company. Our decision must be wholly advisory in its nature. In view of the facts presented we are of the opinion that the wages of the coremakers employed by the Walburn-Swenson Company ought to conform to the wages paid to coremakers employed at other foundries. We therefore recommend that the Walburn-Swenson Company pay its coremakers $2.75 per day.

H. R. CALEF, *Chairman*,
DANIEL J. KEEFE,
W. S. FORMAN,
State Board of Arbitration.

J. MCCAN DAVIS, *Secretary.*

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APPENDIX

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INDUSTRIAL ARBITRATION AND CONCILIATION.

Testimony of J. McCan Davis, Secretary of the Illinois State Board of Arbitration, before the United States Industrial Commission.

(From the official report.)

WASHINGTON, D. C., October 10, 1900.

The commission met at 10:37 a. m., Vice-Chairman Phillips presiding. At 12:55 p. m., Mr. J. McCan Davis, of Springfield, Ill., secretary of the board of arbitration of the State of Illinois, was introduced as a witness, and, being duly sworn, testified as follows:

Q. (By Mr. Clarke.) Please give your name. A. J. McCan Davis.

Q. Postoffice address? A. Springfield, Ill.

Q. Occupation? A. I am a newspaper man by occupation; also a member of the bar of Illinois, but not practicing at present.

Q. Official position? A. Secretary of the State Board of Arbitration of Illinois.

Q. (Showing witness paper.) Have you a statement covering the scope of your proposed testimony, which you wish to submit to the commission? A. I have prepared no statement, but I believe the secretary of your commission prepared that, or caused it to be prepared. I have looked it over, and I believe it is accurate as far as I have been able to see. I have made no comparison of that tabulated matter with the reports. I have no doubt it is as near accurate as possible.

Q. Do you wish, then, to supmit that as a part of your testimony? A. Before making it a part of my testimony I would prefer to look it over a little more thoroughly, and compare it and verify it. I have no doubt it is substantially correct. I do not know that it includes any discussion of our law as it exists at the present time.

Mr. Phillips. Perhaps it would be well for you to read it, and correct it if you have any need to do that.

The witness. I merely looked this over hastily this morning. I will read it. This tabulated matter, of course, I would not be able to say about that without making a detailed comparison with our reports. He has included, I see, all the cases of conciliation that were mentioned in the reports. Of course, the reports do not include all cases; they include all cases of arbitration strictly, but not all cases of conciliation.

Mr. Clarke. Please read it and then comment on it as you go along.

The witness (reading): "The Illinois State Board of Arbitration has been in existence only since 1895. Like most of the other State boards, it presents no formal statistical records of its work. The following table has been compiled from the records of individual cases detailed in the annual reports, and although these reports do not mention some of the more unimportant cases in which the board has intervened, it is believed that the record gives a fairly correct view of the activities of the Illinois board.

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Work of Illinois State Board of Arbitration, 1895–1898:

	1895.	1896.	1897.	1898.	Total.
Total cases reported	11	7	10	15	43
Cases arbitrated	1	2	2	2	7
Cases investigated with formal recommendation				1	1
Cases of successful mediation	5	4	5	8	22
Cases of unsuccessful mediation	5	1	3	4	13
Joint applications	1	2	4	2	9
Applications by one party	5	2	2	1	10
Action by initiative of board	5	3	4	12	24
Arbitration refused by employers	5	1	1		7
Arbitration refused by employés				2	2

"The total number of cases reported during the four years, 1895 to 1898, was 43. Of these there were only seven cases of arbitration on the joint petition of the parties. In one of these instances, the famous Virden coal strike, the employers refused to abide by the decision of the board, and there was at that time no provision of the statute for compelling them to do so. In another case the employés refused to accept the decision. There have been seven cases in which the employés have offered to arbitrate disputes but in which the employers have refused to do so, while in two cases the offer of the employers to arbitrate has been declined by the employés. There has been one other instance where the board investigated a strike at the instance of one of the parties and made a formal recommendation. The most numerous class of cases coming before the board are those in which it simply mediates between parties, the total number of such cases being 35, of which 22 were satisfactorily settled, no doubt largely through the efforts of the board itself.

"It is noteworthy that in Illinois there has been a somewhat larger number of cases in which one or both parties have appealed to the board for its intervention than in several of the other states. There have been nine instances of joint applications and ten of applications by one party for the services of the board. Nevertheless, the initiative in more than half of the cases has been taken by the board itself."

Then the opinion of the board as to its work is quoted, and is as follows (reading):

"The work of the State Board of Arbitration during the past year, as in previous years, has taken largely the form of conciliation. Growing experience makes it manifest that, all things considered, this is the most useful function of the board. The formal hearings—the occasions on which the board sits as a court of inquiry, takes testimony under oath, listens to arguments, and promulgates a written opinion or decision—are few when compared to the instances in which individual members of the board exert their good offices to convert discord and turbulence into harmony and peace. * * *

"Under the law, it is the duty of the board, whenever it comes to its knowledge that a strike or lockout is seriously threatened, 'to put itself in communication as soon as may be with the employer or employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.' A compliance with the letter and spirit of this provision has borne good results almost uniformly. The timely presence on the scene of the trouble of a disinterested person, charged with the duty of exerting every endeavor 'to effect an amicable settlement,' is well calculated to restore good feeling between all parties to the dispute and impart to them a spirit of concession and compromise which leads to a just and satisfactory conclusion.

"This service, necessarily performed quietly and with a small share of public notice, is of high value. Not only are its immediate results beneficent, but it has a far-reaching educative influence, increasing the habitual regard of both employers and employés for their respective rights and obligations,

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and teaching men the wisdom of settling their differences by pacific means and avoiding the strike and lockout, which rapidly dissipate both the capital of the employer and the savings of the workingman.

"We would not, therefore, have the work of this board measured by the number of its formal public inquiries. These are of great importance, not alone because of the matters involved in the particular case under investigation, but because the existence of the power to conduct them and to give effect to their conclusions is a strong aid to the settlements by purely conciliatory methods. But we anticipate that the general necessity for these public inquiries will diminish as the work of conciliation grows in scope and efficacy."

This is from the report of the State Board of Arbitration of Illinois for 1899, pages 7 to 9.

Q. (By Mr. Clarke.) I wish you would read the four leading features of your arbitration law which appear on the first page of this (showing witness paper). A. Those four features are just the amendments that were made by the Legislature in 1899, upon the recommendation of the board. Perhaps I had better explain how the board originated and how it was constituted, and then give the amendments. The law was passed in 1895; it grew out of the railway strike of 1894—that is, the necessity for it was made generally manifest, and there was a popular demand for an arbitration law. The regular session of the Legislature adjourned without passing a law. There were a great many bills to which there was no agreement, and it was made one of the subjects of legislation for the special session which immediately followed, and the law was passed as it existed up to 1899. It provided for the appointment by the Governor of three persons to act as a State Board of Arbitration; one was to be an employer of labor; another a member of some labor organization; not more than two were to belong to the same political party. For political reasons the members of the first board were to hold office until the 1st of March, 1897, and after that they were to be appointed one every year—that is, the terms of the members of the first board were to expire in one, two and three years, and their successors then were to be appointed, one every year, each serving for three years. The powers of the board, as expressed in the act, were these: The board was authorized, upon the joint application of the parties to a labor dispute—that is, the employer and the employé—to make an investigation of the facts and render a decision which should be binding upon the parties signing the application for a period of six months, although either party might terminate it upon sixty days' notice; or the board might make an investigation upon the application of only one side. In that case the decision had no binding force; it was simply advisory in its nature. The board also had the power to issue subpœnas. The experience of the board showed that some difficulty was had in getting witnesses. While the law authorized the board to issue subpœnas, no provision was made for punishing disobedience of the subpœna or persons who refused to appear and testify, and there was no provision made for enforcing a decision of the board. This led to the preparation of a bill by the board recommending certain changes in the law, and these were enacted by the last Legislature, in 1899. Now these points are enumerated here (reading):

"The law creating the State Board of Arbitration and defining its powers and duties was approved and in force August 2, 1895. An amendatory act prepared by the board, approved and in force April 12, 1899, made additions to section 3 and inserted three new sections—5a, 5b, and 6a. These amendments somewhat extend the power and jurisdiction of the board. Briefly stated, their provisions are as follows:

"1. The board, by judicial process, may in all cases compel the attendance and testimony of witnesses and the production of necessary books and papers.

"2. In case of a failure to abide by the decision of the board in a joint proceeding the decision, upon application of the aggrieved party, may be enforced by a rule of court.

"3. The jurisdiction of the board is extended so as to include cases in which several employers have a common difference with their employés, if the aggregate number of the employés be more than 25, regardless of the number employed by each individual employer involved.

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"4. It is made the duty of the mayors of cities, the presidents of incorporated towns and villages, and the chief executive officers of labor organizations to promptly communicate to the State Board of Arbitration information as to strikes and lock-outs, actual or threatened."

Now, that is the substance of the amendments adopted by the act of 1899.

Q. Is there any limit fixed by the law as to the number of employés to give the board jurisdiction? A. Yes, there is a limit. The number must be not less than 25.

Q. In case of difficulty embracing numerous firms? A. That is covered by one of the amendments. The amendment provides that if the aggregate number is not less than 25 that is sufficient to give the board jurisdiction.

Q. In cases, then, where application for the intervention of the board comes from both parties, the law is practically a compulsory arbitration law, is it not? A. Yes, it is compulsory in the enforcement of the award. There is no compulsion whatever as to the submission or reference to arbitration.

Q. Would you favor a law that shall put a penalty upon inaugurating a strike or lock-out without first applying for arbitration? A. I doubt the good policy of such a law. That is in the direction of compulsory arbitration. Our board has never favored compulsory arbitration; in fact, in our reports, it has taken a very decided stand against it.

Q. You recognize that the public has a large interest in carrying industry peaceably? A. Yes.

Q. And is greatly prejudiced by a strike or lock-out? A. Yes.

Q. Where, then, can be the objection to prohibiting by law the inauguration of either a strike or lock-out without first trying conciliation or arbitration? A. As to compulsory arbitration in general, our board has thought there were constitutional objections which were insuperable, at least in our State, and I suppose the same is true in other states. That is a provision of law that we have never considered especially—that is, for the prohibition of strikes or lock-outs by law.

Q. If you have not maturely considered it, you are not prepared, to express an opinion as to whether it is desirable or undesirable? A. No; I do not know that I should like to express an opinion upon that point. That is simply a law which prohibits a man from ceasing to work if he desires to do so. Of course, in a strike there are a number of men acting in concert; but there is a question, I should suppose, as to whether such a law would be sustained by the courts. It takes away a man's liberty to work or cease to work as he chooses; and our Supreme Court has annulled several so-called labor laws because they abridged the right of contract or were an infringement upon the personal liberty of workingmen, or for other reasons of a similar nature.

Q. Do you see any objection to this except the possible constitutional objection? A. No. There might be in some cases. I should think on general principles it would be in the public interest, especially in cases where the public interest is involved to a great extent. One of the recommendations that we made in our last annual report is this: That where the public interests are affected largely by a strike or lock-out the board shall have authority to make an investigation of the facts and make public its findings and recommendations. Under the law as it exists now the board has no authority to make any effective investigation—that is, to compel the attendance and testimony of witnesses—except upon the petition of one or the other of the parties. If it gets any information it must be voluntarily given. The amendment suggested in our last report is simply to authorize the board in cases where the public interests are affected materially—and it would be a matter of discretion with the board to determine that—to make an investigation of the facts, and clothe the board with all the power which it possesses in other cases with reference to the attendance and testimony of witnesses. Of course the theory is that such a decision or finding would influence public opinion, and also it might have a tendency to cause the parties to a dispute of that character to voluntarily submit their differences to a joint investigation—that is, if they had the knowledge that an investigation might be made in any event. That,

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of course, is merely a suggestion made by our board. We have never had occasion so far to test the efficacy of the provision for the enforcement of our decisions. The amendatory act was passed in 1899, and we have had no case since then in which the decision was disregarded, with the exception of the case at Pana, which was almost entirely a case of attempted conciliation, and which, for a time at least, was unsuccessful. While the board rendered a decision it was more in the nature of a recommendation than anything else, and there was no opportunity to test the law, if there had been any disposition to do so. The difficulty which the board has recognized, and which everyone recognizes, is in fixing a penalty which will reach everybody; which will reach both employer and employé without making arbitration odious or repulsive. Our amendment simply provides that where the decision rendered upon a joint application is disregarded by either party, the aggrieved party may file with the county or circuit court a copy of the decision, and he must show that its terms have been violated or disregarded, and then the court may enter such rule as may be deemed necessary for the enforcement of this decision. The court may punish for contempt. But there is a proviso that in no case shall the punishment extend to imprisonment—that is, the court can fine for contempt but can not imprison. Of course there probably would be a great many cases where, if the decision were disregarded by the employés, they could not be reached by a fine.

Q. Have any cases arisen under that statute and been carried to court? A. No. As I say we have had no occasion to make any test of it. I believe since that act was passed we have had something like eight cases of arbitration, strictly, probably six or eight cases, and in none of those has the decision been disregarded.

Q. Do you think the law has some effect on parties to cause them to abide by the findings of the board? A. Yes; I believe it has. The immediate occasion for that amendment was the Virden case. That case had been before the board twice. In 1898, the operators and miners of some eight or nine mines in the subdistrict known as the Chicago and Alton subdistrict joined in an application for arbitration, and the board rendered a decision sustaining the position of the miners. The grounds of the decision were a little unusual. At that time a State agreement had been made between the operators and the miners fixing the scale of wages for the various mining districts of the State. The operators in this subdistrict were parties to this agreement, as were also the miners. The board simply held that that was a compact which should not be violated, and that the operators should pay the price fixed by the State scale simply because it was in the nature of a contract, and that they by their representatives and the miners by their representatives were parties to it, without going into the merits of the case at all. The operators took the position that they simply could not pay the scale price and refused to pay it, and the suspension continued. Then later on they attempted to import colored miners from the south, and that was the immediate occasion for the rioting in the following October, 1898. The matter ran along until about the middle of November, when a joint conference was held in Chicago, and one of our members, Mr. Keefe, presided at the conference, and a settlement was effected for the time being. But when the new scale was adopted in the following spring the trouble broke out again; that is, the scale fixed the same old price, 40 cents. Then the operators petitioned the board of arbitration, but the men refused to join, and the result was that the board merely heard the case and rendered a decision to which no attention was paid, and it ran along until sometime afterwards when a settlement was arranged. But the first case, the case in 1898, when the operators disregarded the decision of the board, was the case which suggested this amendment, because in that case if the law had contained this provision the operators could have been reached, and compliance with the decision could have been enforced.

Q. Both parties, then, have refused at times to heed the recommendations of the board? A. Yes. In the other case the miners were not parties to the arbitration. The operators petitioned, but the miners took the position that the operators had been guilty of bad faith in the former arbitration. They said they had nothing to arbitrate, and they refused to submit their case, although they were present by representatives, and some of them were exam-

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ined as witnesses, but they announced beforehand that they would pay no attention to the decision, because the operators had disregarded the decision in the former proceeding, and they did not care to arbitrate again.

Q. Before the Virden difficulty came on had the board any power of initiative to try to effect a conciliation? A. Yes; it had that power from the beginning.

Q. Had the board heard of the difficulty and tried to conciliate the parties? A. Yes. Our first experience down at Virden was just before the great coal strike of 1897, and an effort was made at conciliation then, but it was ineffectual because that soon became a part of the strike which spread over the entire bituminous coal field. Our board joined with other State boards in a meeting at Pittsburg, which made an ineffectual effort to effect a settlement in the entire field; and, of course, everything was dropped then in the way of conciliation in the local cases, because it all depended upon the general settlement.

Q. Is it your belief that the conciliatory offices of the board are quite generally effective and tend to deter the men and the employers from entering upon the acute stage? A. Yes; I believe the general effect is good. Of course there are individual cases in which conciliation is entirely ineffectual, but there are a great many cases in which trouble is entirely avoided simply by the timely intervention of the board.

Q. In case of arbitration is the State board always called in, or do the parties select arbitrators of their own sometimes? A. In Chicago a great many of the trades have their own methods of arbitration, private arbitration; and, in fact, our work has been mainly outside of Chicago. One of our members is a Chicago man, is the labor representative on the board, and he looks after the work of conciliation up there chiefly so far as the board has anything to do with it, but our work has been very largely—we have had a number of cases in Chicago—but it has been largely outside of Chicago, where no other means are provided.

Q. Has it ever occurred to you that there is too much disregard of the arbitration law by the Chicago people? A. I do not know. We have taken the position of encouraging private arbitration to the fullest extent. If they prefer to settle their differences by their own local arbitrators or committees, the board is generally disposed to encourage them to do so. Of course in such cases as the trouble in the building trades there, we think that ought to have been submitted to the board. In fact, the board, in fulfillment of its duty under the law, endeavored some months ago to effect a settlement—that is, our services were tendered, and members of the board were there some time, but neither side was disposed to submit the matter to our board, and, of course, nothing was done. That was one of the things that suggested this amendment I speak of—simply authorizing the board, without regard to the petition or wishes of the parties, to make an investigation.

Q. Is there any other respect in which recent experience suggests to you further changes in the law? A. No; I do not think of any. Of course we are likely to learn something more by further experience. These things have been suggested as we have gone along, but I do not think of anything more at present.

Q. Have you compared your law with the arbitration laws of other states? A. Yes, to some extent, but not recently. At the time we were preparing these amendments, I went over the laws of other states; and last winter I sent out a circular letter to the boards in other states making inquiries as to the operation of their laws, and where there was local arbitration provided for, I addressed communications to the commissioner of labor, and I got a number of replies. I had intended to bring those with me, but overlooked it. In a general way the drift of the answers was that local arbitration has not been very successful. What I mean by that is, those laws which provide for the formation of a board in each particular case. For instance, in Missouri I believe the commissioner of labor selects the board; he is chairman and he selects a new board for every case. He wrote me that their law had been entirely unsatisfactory and ineffectual. I found only a few state boards

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which had really done very much work or had attempted to. The former president of the Minnesota board wrote me that they had really had no board for about three years—something to that effect. The law provides no compensation for the members. The first board appointed, after the expiration of their terms declined to serve longer, I believe, and the governor had never made a new appointment, and he said that they had had only one case. That was the case of a disagreement between the publishers of St. Paul and their employés; the board had made an investigation and rendered a decision which was unsatisfactory to both sides. In a number of states—three or four; I can not recall them now—the existence of an arbitration law was unknown to officers of the state government. I addressed some letters to the secretaries of state, and in one of the western states, I remember, the commissioner of labor wrote me that they had no arbitration law at all; so I enclosed him a copy of the law of his state, and he then wrote me that he had overlooked it, that he had forgotten about it, that they had an abitration law and that members had been appointed under the law, but that he was not able to locate them or tell anything about their present whereabouts; that they had never had a case. A great many of the laws are defective, no doubt. Our law, though defective, probably was among the best. It was modeled after the Massachusetts law; although not conforming to it every way, that was taken as a basis.

Q. (By Mr. Kennedy.) Would you care to name that western state? A. It was Idaho, if I remember; I would not be absolutely certain. I have the correspondence in my office in Springfield.

Q. (By Mr. Clarke.) Your law, then, was framed after a pretty careful study of similar laws in other states, and after having had some experience in your own State it was amended, so that you think it is about as advanced a model of law as there is on the subject now? A. Yes, that is the view that our board takes of it. Of course we would like to devise some means, without the passage of a compulsory arbitration law, of holding out stronger inducements to arbitration—we have not favored compulsion—and that is one of the purposes of this amendment that we suggest, providing for an investigation regardless of applications or the wishes of the parties.

Q. Do you see any objection to a provision requiring notice of a proposed strike or lock-out from either side? A. No.

Q. For a limited period, and that it is going to continue a certain length of time? A. No, I do not.

Q. What do you think would be the effect of a provision of that kind? A. Whether it would be enforced or not would be a question. I do not know. There might be some difficulty in enforcing a provision of that kind.

Q. Is it your opinion that it would make for peace rather than war? A. Yes, I believe it would. I believe it would be an entirely proper provision.

Q. Are you pretty familiar with the Chicago building trades difficulty that is now so prolonged? A. No, personally I am not. As I say, beyond the efforts that individual members of our board made to effect a settlement there or get the matter befere the board, we have had nothing to do with it. Our Chicago member, who is a labor man, personally knows more about it than I do.

Q. Does it not seem to you that there ought to be some provision of law to avert such a public calamity as that? A. There certainly ought to be if it is practicable to devise a law that will do it.

Q. Has your board studied the subject with a view to seeing if there is any defect in your present law applicable to that condition of affairs? A. The board has given that consideration, but we have been unable to find any very definite solution for it. We have thought that some such power as has been suggested by this amendment I speak of might be conducive to a settlement in a case of that kind; that is, if the board had authority to go there and examine everybody that it saw fit to and get at all the facts that are nec-

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essary to an equitable decision, and render a decision, or an opinion rather, and make its findings public, that it might have such an influence upon the parties themselves. Of course that is altogether problematical; we do not know just what effect it would have.

Q. The board now has only a recommendatory power in any case, has it? A. In cases where both sides join in the application our decisions are binding for a period of six months, and we have a provision, as I say, for enforcing our decision.

Q. (By Mr. Phillips.) How can you enforce that on labor if they refuse to work? A. The employer in that case may file a duly certified copy of the decision with the circuit court or the county court of the county in which the place of employment is located, and he must show that the decision has been disregarded. Then upon that showing the court may enter such order as may be deemed necessary to compel compliance with the decision, and to that end may punish for contempt. I will just read that provision of the law. This is section 5a (reading):

"5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employés shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with, and stating by whom and in what respect it has been disregarded. Thereupon the circuit court or county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as other process. Upon return made to the rule, the court, or the judge thereof, if in vacation, shall hear and determine the questions presented, and to secure a compliance with such decision may punish the offending party or parties for contempt, but such punishment shall in no case extend to imprisonment."

Of course, right there is the difficulty in reaching the employes. As a matter of fact, there are a great many of them without property which could be reached for the collection of a fine, but, on the other hand there are some that do have property, and in some branches of trade there are a great many of them that have property; but the board took the view that that kind of a provision would at least have a good moral effect on the men. Of course, the employers can be reached under that provision under all circumstances.

Q. It does not state the fine; they can not imprison, but it does not state the amount of the fine? A. No; the court may simply fine for contempt; that is in the discretion of the court.

Q. (By Mr. Kennedy.) Have any cases been taken into court under that law? A. No; no case has arisen since the enactment of this amendment. This was enacted only in 1899, and since then in every case heard on a joint application the decision has been complied with. There was one case in particular I recall in which the parties did not like the decision, but they complied with it and there was no trouble. The only instance approaching a disregard of the decision on anything like a joint application was the case at Pana. There the trouble had existed for something like eighteen months; there had been bloodshed and troops had been maintained there. The board at the beginning of the trouble had heard the case upon the application of the men, but the operators at that time refused absolutely to have anything to do with the arbitration and we had no power to get them before us as witnesses. That was the thing that suggested the amendment to compel the attendance of witnesses in all cases. And then in 1899, through the efforts of the board, the operators and miners were gotten together again, several conferences were held, and finally evidence was heard and the board rendered a decision, but the whole proceeding was in the nature of a conciliation more than a case of arbitration, and there was no attempt to conform to the strict letter of the law governing arbitration. In that case the men refused to accept the deci-

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sion, and there was a serious question whether the decision could be enforced in that particular case—that is, whether the provision for enforcement of decisions applied to that case, and no attempt was made to enforce it.

Q. (By Mr. Clarke.) Have the best lawyers in your State given this subject profound study? A. No; I can not say that they have. Our Attorney General has given us two or three opinions upon some points of the law, but the whole subject of arbitration I do not think has been considered from the legal standpoint by our ablest lawyers. We had some good lawyers in the Legislature at the time the act was passed, and two or three good lawyers have been members of the board under the law; but aside from these I know of no lawyer in the State who has given the general subject profound consideration.

Q. (By Mr. Phillips.) How could this contempt of court affect a person if imprisonment was barred? What other penalty would the court inflict? A. The court could simply inflict a fine.

Q. (By Mr. Tompkins.) Take a railway corporation—it could inflict a fine of $100,000, could it, or is it limited? A. That rests in the discretion of the court. The board has nothing to do with it directly; it simply passes from the power of the board, and it would simply be a case of contempt, as other cases of contempt in the circuit and county courts, with the exception of the provision prohibiting imprisonment. The idea of the board in putting in that proviso was this: The board feared that if the law was made too severe it would simply become repulsive or obnoxious to both employers and employés; they would be afraid to submit their differences if there was a prospect that failure to comply might lead to imprisonment.

Q. But ought not the amount of fine to have been defined between certain amounts? Is it safe to to trust a power of that kind in the mind of the court without limiting it, say from $1,000 to $10,000, or some given amount? A. Such a provision might be well. There is such a variety of circumstances that will arise that it is pretty hard to tell. In one case a fine of $25 might be a great hardship, and one of $10,000 in another case might be ineffectual. I think it safe to leave the amount to be fixed by the court, as in other cases of contempt.

Q. (By Mr. A. L. Harris.) Would it not be infringing the power of the court to attempt to fix the amount? A. That might be true.

Mr. Tompkins: I think it is assumed that the court may go on and inflict more aad more punishment until it establishes its dignity.

The witness: This is an offense committed out of the presence of the court. We considered that point at the time, and I think our conclusion was that the Legislature had the power to make that provision in a case of this kind.

Of course, the court has the inherent power to punish for contempt; but the Legislature may regulate the exercise of the power, within certain limitations, and I think our conclusion was that, in cases of this kind, it was within the power of the Legislature to limit the punishment to the imposition of a fine.

Evidence in Saline County Coal Case.

Synopsis of evidence before State Board of Arbitration, at Harrisburg, Ill., April 17, 1900, in the matter of the Davenport Coal Company v. Employés.

Application—The application in this case is signed by the Davenport Coal Company and a majority of the employés. It sets forth that the company is engaged in the business of mining coal at Ledford, Saline county, Ill.: that it employs ninety-seven miners and thirty day men, and that there is a difference of the following nature between said company and the miners in its employ:

"That at a meeting of the miners and operators held at Springfield on the second day of March a scale or rate was placed on this (Saline) and William-

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son county, a difference of three cents being made, placing Saline county at a rate of forty-five cents per ton and Williamson county at forty-two cents: and the question we ask arbitrated is, 'If there is a difference justly due Saline county miners, what is it?' "

Application filed March 30; case heard April 17, 1900.

HARRISBURG, ILL., April 17, 1900.

The State Board of Arbitration met in the opera house at 9:30 a. m.

Present: Horace R. Calef, chairman; Daniel J. Keefe, member, and J. McCan Davis, secretary.

The Davenport Coal Company was represented by John Davenport, president; the miners, Thomas Jerremiah, of DuQuoin, Ill. G. W. Robinson was also present as the representative of the Harrisburg Mining and Coal Company; said company, while not a party to the proceeding, having an identity of interest with the Davenport Coal Company with respect to the fixing of the mining rate for Saline county.

Chairman Calef stated that Mr. Forman was unable to be present on account of illness, but that the evidence would be taken down and submitted to him. Mr. Davenport and Mr. Jerremiah stated that this would be satisfactory.

The application was read by the secretary.

JOHN DAVENPORT—John Davenport, president of the Davenport Coal Company, being sworn by the chairman, testified:

We have been running down there on the Williamson county basis ever since the place was started. We can not afford to pay any more than they do. What little coal goes south comes in competition with them. There might be some difference in the freight rates. What they are I don't know. We have no rates today. The "Big Four" buys our coal right at the mines. The request the company has to make is to be placed on the same basis as Williamson county—the same mining rate. That is all the request we have to make.

Q. Did you attend the meeting of operators and miners at Springfield in February and March last? A. No, sir.

Q. Was your company represented there? A. No, sir.

Q. How long have you had the same scale as Williamson county? A. About five years.

Q. How do the conditions at your mine compare with those in Williamson county—with reference to depth of vein, quality of coal, and the amount of coal a miner can produce in a day? A. I can only state that all the miners I have talked to claim that the work here is the best of the two.

Q. How much coal do your miners produce on an average per day? A. Well, they run from nothing up to fifteen tons.

Q. I mean about what does the average miner produce in an average day's work? A. There is so much difference; there is hardly a man that works the day through.

Q. (By Mr. Jerremiah.) What would be the average of an average practical miner? How many tons could he produce in an eight-hour day? A. Well, I would consider eight tons a day a pretty fair average.

Q. (By Chairman Calef.) The miners here were represented at Springfield, were they not? A. Yes, sir, I think so.

Q. Have you ever attended any of the scale meetings heretofore? A. No.

Q. (By Mr. Keefe.) In the arbitration of the scale last year, was your mine represented? A. No, sir.

Q. What did you pay last year? A. Thirty-three cents.

Q. How was the scale fixed at thirty-three cents? A. Fixed on Williamson county.

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Q. Pending that settlement, what did you pay? A. Thirty cents.

Q. The additional labor outside of the mining, such as room-turning, and all that kind of thing—do you pay for that? A. Some times.

Q. What is the size of the rooms? A. We have been working our rooms full width.

Q. In Williamson county they work on eight feet? A. Yes, sir.

Q. Now, propping, timbering, and that kind of thing—how much of that do you do? A. Our timbering is very light.

Q. They do considerable in Williamson county? A. Yes.

Q. I attended the conference of operators and miners at Springfield that fixed the scale, and was there when the scale for Saline and Jackson and part of Williamson county was under consideration. They fixed the scale at forty-five cents for Saline and Jackson and a portion of Williamson county. But they reconsidered that through the efforts of Mr. Peabody. They then adopted the forty-five cent rate for Jackson and Saline counties, and fourteen days later they fixed the scale for Williamson county at forty-two cents. Now, it was stated then that the cost to the operator was from five to eight cents greater in Williamson county than in Saline, and the statement was not contradicted. If there was anybody there to do it, it was not done. A. There wasn't anybody there to make a contradiction.

Q. How does that compare with your views? A. It does not compare at all.

Q. What are the freight rates from here to St. Louis and the South? A. We can't get to St. Louis at all.

Q. What is the rate south? A. From fifty cents up.

Q. What is the rate from Williamson county? A. I don't know.

Q. Is the thickness of the vein of coal about the same in the two counties? A. About the same.

Q. (By Mr. Jerremiah.) Do you pay for some rooms? A. If we have to turn one narrow we always pay for that.

Q. You turn your rooms about twenty feet wide? A. Sixteen and eighteen and up to twenty.

Q. What width do you drive your entry? A. Twelve feet.

Q. You paid $1.50 a yard last year? A. Yes, sir.

Q. And the advance this year makes it about $182. Is that right? A. Yes, it would be about that.

Q. Can you tell us about the cost of timbers? A. No, I can't.

Q. Does it cost about one mill a ton? A. I could give you no idea of what it costs; I have never kept any record.

Q. Can you tell the board what your freight rate is north? A. Our rate up to Carmi is fifty cents. From there on we have a rate to Chicago of $1.16. But after we pass Carmi our rate is from fifteen to thirty-five cents a ton at all competing points more than our competitors.

Q. I believe the board will remember that over the C. & E. I. the rate was $1.15 to Chicago and sixty-five cents south. A. The operators told me at Du Quoin that they had an open rate of $1.05.

Q. We are speaking of Williamson county. The Du Quoin field does not ship north. A. Our rate to Vincennes is sixty-five cents. The rate for Indiana mines is fifty cents. It is the same to Lawrenceville. The further we go up the worse it is for us.

Q. (By Chairman Calef.) Where is most of your coal sold? A. To the "Big Four."

Q. Right at the mines? A. Yes.

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Q. What proportion of it—two-thirds? A. Well, the last year I don't suppose they took over one-half of it. This month, since this trouble has come up, they have taken nearly all of it. We have been idle most of the time.

G. W. ROBINSON—G. W. Robinson, representing the Harrisburg Mining and Coal Company, being sworn by the chairman, testified:

My company is the Harrisburg Mining and Coal Company. Our trade is nearly all local. We can not get into Chicago. Our trade has been mostly up and down this road, from Cairo to Marshall. After we passed Mt. Carmel it was out of the question for us to sell any coal. People would say they liked our coal, but we could not sell it to them cheap enough on account of the freight rates. Our coal is a soft coal and it produces a greater per cent of slack than other coal that we come in competition with. Our books will show that we get about forty per cent of egg and lump coal to sixty per cent of slack.

Q. (By Chairman Calef.) Your mine is located on the "Big Four" railroad? A. Yes, sir; but this division of the "Big Four" is supplied by the Davenport Coal Company. The Harrisburg Mining and Coal Company has no contract with any railroad or for any railroad trade.

Q. Are you familiar with the local conditions of the mines in Williamson county? A. No, sir, I am not.

Q. How many tons of coal can an average miner produce in a day? A. I can only say by our books.

Q. What do your books show? A. About ten tons. That is on an average when we run. Sometimes it will run over that.

Q. What particular mines do you call your chief competitors? A. At Cairo, the Hallidays; but nearly all are represented at Cairo.

Q. Take it on the "Big Four" north—what mines do you come in competition with chiefly? A. Well, I could not really say. They are pretty nearly all represented.

Q. (By Mr. Keefe.) What is the output of your mines? A. About three hundred tons a day—a small mine, of course.

Q. How many miners are employed there? A. I think about forty-eight or fifty. Sometimes our production runs as high as 350 tons. There are a good many days when the miners are not all in.

Q. Your mine is in about the same condition as that of the Davenport Coal Company? A. Oh, yes, we have been governed according to the custom at Mr. Davenport's mine; we have no rules of our own in regard to timbering, room turning, etc.

Q. You have been on the same basis as Williamson county? A. Yes, sir; we have aimed to be on the same basis ever since we have been running.

Q. (By Mr. Jerremiah.) You claim that the capacity of your mine is 350 tons? A. Well, we run from 300 to 350.

Q. How many drivers have you? A. We have three drivers.

Q. You have about fifty miners? A. That is about what I think there is; but they are never all there. You understand how that is.

Q. Do you have any idea just how much your timber would cost you per ton? A. No; I could not say.

Q. Did you ever try to get into the Chicago market? A. Never but one time. I shipped two cars of coal there and didn't get anything for it, and I quit.

Q. That was because of the bad credit of the party you shipped to? A. I don't know. It was sold for the freight, and it didn't quite pay for the freight, and we let it go.

Q. Have you ever gone to Chicago and tried to get any contracts? A. No, sir. I went south and spent about forty dollars last fall to work up a trade.

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I think we shipped four or five cars of coal, and we got a notice that no more cars could cross the river on the "Big Four." We quit. They simply shut us off and would not let us take a car over the river.

Q. I believe the board ought to know why. A. Simply the "Big Four" notified us that they hadn't the cars to let them go south. They claimed that when a car goes on the Cotton Belt road it will run down on the Iron Mountain, and the next place they hear of it will be in St. Louis. Sometimes the Iron Mountain cars are sent up here. We have loaded maybe a dozen cars in that way.

Q. I would like to ask Mr. Davenport a question. Isn't the reason they won't let you have cars that they want to buy coal from you themselves?

Mr. Davenport: No.

Q. Don't practically all your coal go south? Mr. Davenport: No; it goes both north and south. The Cotton Belt has sent cars up here after coal.

Q. Do you know what the rate is on railroad contracts south from here?

Mr. Davenport: I know what it was; it was forty cents. We have no contract for railroad coal at all now; we never did have any.

Q. (To Mr. Robinson.) Regarding the percentage of slack, is there twenty per cent difference between your place and the Ledford mine? A. There is fully ten or fifteen per cent. Anyhow, we get only about forty per cent of lump and egg.

H. A. RUDE—H. A. Rude, being duly sworn, testified:

I have been weighman at the Harrisburg mines since the third of last January. I am not acquainted with the Williamson county mines.

An average miner should produce about eight tons of coal on an average in a day of eight hours. I do not know where the coal is shipped to from the Harrisburg mine.

The nut and slack at Harrisburg will run all the way from fifty to sixty per cent. This is what goes through a two-inch screen. If it was an inch and a quarter screen I suppose the slack would be about fifty per cent.

C. A. HORNING—C. A. Horning, being sworn and examined by the chairman, testified:

I am mine manager of the Harrisburg mine; have occupied that position for two years except I was off three or four months. It has been several years since I worked in Williamson county; can not say I am personally familiar with local conditions there.

An average miner will produce eight tons a day at Harrisburg; he will if he has the work to do.

The mining expense to the miner at Harrisburg is about six cents a ton—perhaps seven—in the neighborhood of that.

ROBERT PIERSON—Robert Pierson, being duly sworn, testified:

I am a miner at the Harrisburg mine. The miner's expense in producing a ton of coal is about six and a half cents. I have never worked in Williamson county.

I worked twenty days in the last month. I mined on an average 6 17-20 tons a day. I was in twenty days; I could not say I worked all day every day.

About two-thirds of the miners in this mine may be called practical miners. The other one-third are green men that work with the practical miners.

H. M. EVANS—H. M. Evans, being duly sworn, testified:

I work in the Harrisburg mine. I have my book here that I keep my daily account in. In forty days, I and the fellow I worked with mined 557 tons of coal. In the last pay, commencing March 17 and ending March 30, we mined 195 tons. We had four kegs of powder, one ream of paper, a gallon of oil

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and a box of squibs. At thirty-three cents, 195 tons would amount to $64.35. Pit expenses were $8.33, if I have made no mistake. That is for the last pay. That is the largest pay I ever drew from the Harrisburg mine.

I never have worked in the Williamson or Jackson county mines.

I and my "buddy" got out an average of 13½ tons a day. That would be 6¾ apiece. We had the largest average of any two that worked there. The cost of timbering, as I estimate it, is a little over a mill a ton. The man I work with is forty years old; I am thirty. We are both practical miners.

HARVE STRICKLIN—Harve Stricklin, being duly sworn, testified:

I am a miner at the Harrisburg mine. On my last pay, my recollection is that I worked a little over ten days, and I dug between 97 and 98 tons, and my bank expenses were between 7 and 8 cents. The fellow that works with me figured it up and copied it.

The entries they are using now are about thirty feet wide. They drive the neck in about nine or ten feet before they widen.

A practical miner here can mine on an average about seven tons a day—possibly a little more, possibly a little less.

I have never worked at Ledford or in Williamson county.

W. H. EVANS—W. H. Evans, a miner, being duly sworn, testified:

I think a practical miner will average about seven tons a day. I have worked in Jackson county, loading after machines. There are three times as much timber used in the Garside mines as there is in Harrisburg or Ledford.

My mine expense at Harrisburg for two months has been 7 5-87 cents per ton.

P. L. DORRIS—P. L. Dorris, a miner, being duly sworn, testified:
I and my "buddy" got out 557 tons in forty days. A man ought to average about seven tons a day. We figured the average pit expenses—blacksmithing, oil, powder, etc., at about 6½ cents a ton. Some run over that; ours didn't run quite 6 cents. My "buddy" is Harry Evans. I never worked in Williamson or Jackson counties. My last pay was the largest I ever drew at Harrisburg.

A keg of powder will produce at the Harrisburg mines an average of thirty or thirty-five tons.

Probably one-fourth or one-fifth of the miners here are not practical men.

At noon the board took a recess to 1 o'clock p. m. Upon reconvening at 1 o'clock, the examination of witnesses was resumed.

J. L. MOORE—J. L. Moore, a miner, being sworn, testified:

I have worked in both Williamson and Saline counties. I have worked in every mine in Williamson except what has been sunk in the last two years. I think a man can get out coal a little the cheapest in Williamson county; that is, it don't take as much powder to shoot off as it does here. Still, a man will get more actual coal here than there to a keg of powder, because I believe that coal is the softest.

I think six tons a day is a good big day's work for a miner in Williamson county. The facilities for producing coal are pretty much the same in the two counties. In Williamson county the men generally work single in an 18 to 20 foot room. Here the rooms are all the way from 28 to 30 and 35 feet. The expense of producing a ton of coal in this county is something near 6 cents—6¼ or 6½ cents. The expense is just about the same in the two counties—if anything, it will cost a little more here. The expense to the operator is a little more in Williamson county on account of more timbering. An average miner in Williamson county can produce about six tons—between six and seven tons, if he don't want to kill himself.

LEWIS HAWKINS—Lewis Hawkins, a miner, being duly sworn, testified:

I work in the Harrisburg mine; previously worked at Murphysboro, Jackson county. I have also worked in Gallatin county, in Equality. An aver-

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age miner will produce here five or six or seven tons a day. The difference between the Jackson county mines and those here in timbering would be about three timbers there to nothing here. We had to set the timbers in the Murphysboro mines two and one-half to three feet apart, and had to keep them up very closely at that. Here we set the props about four feet apart where I have been setting—maybe some of them a little more than that.

Q. (By Mr. Robinson.) Haven't you been getting out five, six, seven and eight cars a day? A. Yes, sir.

Q. Those cars run a ton and a half apiece. You never got out less than five cars? A. No, sir.

Q. How much was the most? A. Thirteen cars.

Q. (By Mr. Jerremiah.) You and your partner are above the average in that mine, are you not? A. No, not above the average.

Q. Don't you think you actually load more coal than the average man? A. Well, there is some I do and some I don't.

In Jackson county they had timbermen to set the timbers; they have no timbermen here. We do our own propping and there are no cross bars set.

WILLIAM STIFF—William Stiff, a miner, being first duly sworn, and examined by Mr. Jerremiah, testified:

I work in the Harrisburg mine. I think about six or seven tons would be a fair average day's work. That would be about all I could stand. I am an average digger—there are some better, some worse. Regarding the cost of producing a ton of coal, I have not figured on it much here at Harrisburg, but have at Ledford. I put it there at six or six and a half cents. I don't see a great deal of difference between that and this.

On the last pay, from the 15th to the 30th of March, my expense was $6.15; the number of tons was 87.63, and the net amount received was $28.90, saying nothing about lodge dues or per capita tax. That is the best half month I ever got here.

CHARLES MEADOWS—Charles Meadows, a miner, being first duly sworn and examined by Mr. Jerremiah, testified:

I have worked in Williamson county. At Ledford I quit driving the first of March; I have worked as a miner at Ledford only about ten days in the last half of March. I think the expense of producing a ton of coal is about the same in Saline and Williamson counties. I could produce coal cheaper in Williamson county than where I am working now, but I have a bad place in the mine.

GUS CAIN—Gus Cain, being duly sworn, testified:

I am check-weighman at Ledford. I have never worked in Williamson county. At Ledford the average amount of coal a man can produce is about $7\frac{1}{2}$ tons. I figure the average cost of production at 5.7 cents per ton.

CHARLES SULLIVAN—Charles Sullivan, a miner, being first duly sworn, testified:

I have figured my average expense at Ledford at $8\frac{1}{2}$ cents a ton; but I understand I have an exceptionally bad place; it takes more to produce a ton of coal at my place than it does the average place in the mine. I could not state whether the expense would be greater here than in Williamson, as I worked only at the machines there. They use less timbers in Saline than in Williamson. I have a room 350 by 30 feet, and not a timber in it. In Williamson county there were timbers about every four feet—two rows on one side and one on the other. I could not compare the earning capacity of the miners in the two counties; I worked only at machines in Williamson.

JAMES WILLIAMS—James Williams, a miner, being first duly sworn, testified:

I work at Ledford. I have worked in Williamson county, in the Burr mine and the Brush. I can get out about $7\frac{1}{2}$ tons of coal here in a day. I hardly know whether I could produce more in Williamson or not; I think

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both counties are just about the same in regard to the amount of coal a man can produce. Regarding the expense to the miner, it is greater in Williamson than in Saline; I think it would run from 7½ to 8 or may be 9 cents a ton in Williamson, and probably from 6½ to 7 cents here.

JOHN DAVENPORT—(Recalled)—John Davenport, being recalled, and further examined by Chairman Calef, testified as follows:

Q. Mr. Davenport, did you authorize any operators in Williamson county, or any other county, to represent you at the scale meeting at Springfield? A. No, sir, we did not.

Q. You did not? A. We did not. I didn't know there was going to be one there only by the papers.

Q. You didn't receive any notice? A. No, sir.

Q. Do you belong to the Operators' Association? A. I did not then and do not yet. I told them I would join, though, when I was up at DuQuoin.

Q. When was that? A. I think it was the 20th of March. That was at the meeting for this district.

G. W. ROBINSON—(Recalled)—G. W. Robinson, of the Harrisburg Mining and Coal Company, being recalled, and further examined by Chairman Calef, testified as follows:

Q. Did you authorize anybody to represent you at Springfield at the meeting of the scale committee? A. No, sir. I knew nothing about it until the man that was to represent this local did not come one day, and I asked where he was. They said he had gone to the convention at Springfield. If any notice came, it did not reach me.

Q. (By Mr. Keefe.) You knew there was a conference being held? A. I did after that. I was not represented there. I am a new man at this business. I never had attended a meeting of this kind. Mr. Davenport did not go, and I thought if it was necessary he would attend it.

Mr. Davenport: I was in Indianapolis when the meeting of operators and miners of several states was going on there, but we had always been placed on the basis of Williamson county, and I did not think it was necessary to attend anything.

Mr. Jerremiah: I would like to know if Mr. Davenport was notified of the meeting at Springfield?

Mr. Davenport: If a notice was sent I did not get it. I am at the office but very little. I got a notice to go to DuQuoin. That was the first notice I got.

GEORGE STEEVERS—George Steevers, a miner, was called at the instance of Mr. Davenport, and being sworn and examined, testified:

I have worked in Jackson and Williamson counties as well as here. Between this and Williamson, if any difference, I believe this is the best. I mean the best for the miner. In a fair place here I can produce about 6½ or 7 tons a day. I have done the same in Williamson. In some places in Williamson there is a little more expense for powder. In the Reed mine, in Williamson county, I could produce from 25 to 30 tons of coal with a keg of powder, shooting off the solid. I could produce about 30 tons on an average here in Saline. They do about one-third the timbering here that they do in Williamson. There is still more timbering in Jackson than in Williamson.

CHARLES SULLIVAN (recalled)—Charles Sullivan, being recalled and examined by the chairman, testified:

Q. I would like to have you state, if you know, how the price in Williamson and in this county was arrived at by the scale committee? A. It was first fixed in caucus by a few of the miners of Williamson county and myself and part of the operators of Williamson county and part of the operators of Jackson county. They asked me if it was the same vein of coal. I told them

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no. They called miners from Williamson county and they testified the same. The operators and Mr. Jerremiah said that this county enjoyed a better freight rate, ten cents better north and 12½ cents south, and for that reason should be placed on a 45 cent basis.

Q. It had always been the same before? A. Yes, sir.

Q. Were you aware at that time of the fact that this railroad would not take coal cars across the river? A. No, sir.

Q. Do you know it is a fact now? A. No, sir, only what I hear of it.

Q. You didn't consult the operators here? A. No, sir, they were not there. If I am not mistaken, Mr. Davenport said he got a telegram during that convention. (Addressing Mr. Davenport.) Isn't that what you told me and Mr. Stiff?

Mr. Davenport: Yes; I got a telegram from the Consolidated Coal Company, or their agent.

Witness: The Williamson county operators did not want to consent to this place going on a 45-cent rate.

Q. (By Mr. Keefe)—What did they want it? A. The same as Williamson county.

Q. (By Chairman Calef)—Who suggested the adoption of the scale as it is? A. The leaders of the organization wanted both places on the 45-cent rate.

Q. Who suggested the change of putting Williamson county at 42 and Saline at 45? A. Understand, these rates were fixed at different times.

Q. Who made the motion? A. Mr. Huggins, I think. He is from Murphysboro. He is district president, and is expected to look after our interests. He also made the motion for Williamson county.

Q. How long have Williamson and this county been on the same basis? A. I don't know that; ever since I have been acquainted with them.

Mr. Jerremiah: If you will allow me, I will explain that. Prior to 1897 the counties were not on a relative basis. Williamson county was working on a day system, from $1.50 to $2.00 a day. They produced coal for 16 cents a ton. I think Mr. Davenport has stated to me that about as cheap as he ever had coal produced was 22 cents a ton. Then we changed the conditions. When we agreed to arbitrate at Carbondale in May, (1899) I sent a statement to the operators in Saline county asking that they abide by the decision, as operators of Williamson county claimed they were competitors. Prior to that time I don't think there was ever a relative basis.

Chairman Calef: You attended the meeting at Springfield, Mr. Jerremiah. How was the adoption of the scale brought about—45 cents in Saline and 42 cents in Williamson?

Mr. Jerremiah: The motion was made first that Williamson, Jackson and Saline should be placed on a 45 cent basis. Last year Perry and Jackson were 3 cents above Williamson. The operators on the C. & E. I. in Williamson county contended that they could not pay the rate Jackson county was paying, while the operators on the Illinois Central in Williamson did not protest against that rate. The Jackson county operators, competitors on this line, contended that the Saline county rate should be just the same as the Jackson county rate on the Illinois Central north of Carbondale. The operators went out and held a caucus and came in and decided that they would agree to have Jackson county placed on a 45-cent rate, leaving out Saline and Williamson. That took in all of Jackson, but it did not cover any portion of Williamson. Then the operators of Jackson county on the main line of the Illinois Central contended that competition came from the "Big Four" mines, and that the "Big Four" mines should be placed on the same competitive conditions, claiming that they had a 65-cent freight rate into Cairo, while the mines on the "Big Four" had a 50 cent rate. There wasn't an operator or miner there that knew the rate. I said I thought the rate to Chicago was $1.08. O. L. Garrison (a Williamson county operator) stated to me that he thought that was the rate. I would not discriminate against

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either county. O. L. Garrison, Mr. Peabody and Frank Reed, of Williamson, all of them contended that the freight rate on the "Big Four" from Saline county was identically the same as from Williamson county—the same or less. That was the reason it was placed on that basis.

Chairman Calef: If it is true, as stated here, that it is impossible to get cars for the shipment of coal beyond the river, would that affect these operators here?

Mr. Jerremiah: Certainly; but how do we know whether they can or not until they try?

Chairman Calef: I was not asking as to the fact; I was asking as to the effect if it is a fact.

Mr. Jerremiah: Certainly; but the miners are not responsible for that. Now, the Williamson county operators contended right through that they didn't want to saddle this rate on these operators unless they were there to present their side of the case. Mr. Garrison told me at that convention that the operators here had a notice to join the Operators' Association several weeks prior to the convention. Is that a fact, Mr. Davenport?

Mr. Davenport: I never saw any notice.

Mr. Jerremiah: Didn't Mr. Rice get a letter of invitation?

Mr. Davenport: He never showed it to me.

Chairman Calef: Do you know it to be a fact, Mr. Davenport, that the "Big Four" won't take a car across the river?

Mr. Davenport: They won't let me have a car at any price.

Chairman Calef: Do they give any reason for it?

Mr. Davenport: They ain't got the cars, and they can't get them back again.

Chairman Calef: In their notice do they state how long that state of affairs will last?

Mr. Davenport: I have been asking for four years. I can go and ask by wire now, and the answer will be "No, sir."

Mr. Jerremiah: There never was any basis to work on in southern Illinois for the last eight or ten years until 1897—no comparison between Williamson and Saline counties.

Mr. Davenport: Until we sunk down to this vein of coal there was no comparison. We have been going on the Williamson county basis for about five years.

Mr. Jerremiah: You were paying 22 cents a ton when they were paying 16 cents?

Mr. Davenport: No, I think they were paying about 22 or 23 cents at the same time.

Chairman Calef: Gentlemen, the board will take this matter under advisement.

Mr. Jerremiah: All the miners here want is to have exactly what is right and just, and give the other operators in this district competitive conditions. I don't think they want one cent or one mill more than what their competitors are paying. Of course I don't know their conditions. I am not an operator. I don't know whether they can get across the river or not.

Mr. Davenport: In behalf of the Davenport Coal Company, I will say that all we want is the same scale as Williamson county. It takes that to let us do any business.

Chairman Calef: The board will take this matter under advisement and render a decision as soon as possible.

The board then adjourned.

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Evidence in East St. Louis Building Trades Case.

Synopsis of evidence in the matter of the carpenters and painters (employés) v. building contractors (employers) of East St. Louis, Ill., June 5 and 6, 1900:

The State Board of Arbitration met in the city court room, city hall, at East St. Louis, on Tuesday, June 5, 1900, at 10 o'clock, a. m., for the purpose of hearing evidence in the matter of the joint application of the building contractors of said city, and the carpenters and painters in their employ.

Present: H. R. Calef, chairman, W. S. Forman and Daniel J. Keefe, members, and J. McCan Davis, secretary.

The employers were represented by Mr. C. L. Gray; the employés by Mr. Daniel McGlynn, attorney at law.

The application was read by the secretary.

Chairman Calef announced that the witnesses on behalf of the employés would be heard first.

Mr. McGlynn—The only contention here is as to the amount of wages to be paid these men for their services. During the month of December last, the painters and carpenters joined in a notice to the contractors to the effect that on and after the first of April they would demand the sum of forty-five cents per hour for carpenter work and three dollars per day, or thirty-seven and one-half cents per hour, for painting. Their position is that pursuant to the terms of that notice the contractors bid on work at those figures, and that when the time came for the men to receive the increase there was a dispute about its payment. I do not know exactly what has been the practice in proceedings of this kind, but I suppose all the board requires is evidence as to what is paid for similar work elsewhere and the justness of the demands of the men.

C. A. Hanna—C. A. Hanna being duly sworn by the chairman, testified:

I am a carpenter; engaged in the business twenty years, all of that time in East St. Louis. I belong to the carpenters union—Local Union No. 169, United Brotherhood of Carpenters of America; its membership is approximately between 160 and 170.

The demand for this increase to forty-five cents an hour was made some time in December. We had no meeting with the contractors or answer to our demand, up to the first of April—that is nothing official from the organization known as the Contractors' Association. We heard only street talk. Having no official notification, we had no action to take until the first of April, then we found the demand had been rejected. This reached us through street talk. We quit work and did not go back.

I earned at carpentering last year $538; I was not sick any portion of the time; this was all that it was possible for me to make at carpentering last year. The wages paid to carpenters in East St. Louis last year was 35 cents an hour; same in 1898, and I think in 1897. At one time the carpenters voluntarily reduced their wages. When the panic came, about 1894, we thought wages in East St. Louis too high, considering the way business was, and we reduced our wages from $3 a day—that is from 37½ cents an hour to $2.50 a day. It stood that way until 1897, when we concluded that business had picked up, and that we were not making what we ought to, and we raised our wages to 35 cents an hour. We had a strike of about two weeks' duration, and finally settled it and got 35 cents an hour.

On cross-examination by Mr. Gray:

All of the members of Local Union No. 169 are not in good standing; we have about 128 members entitled to all the benefits. We sent our notices demanding the increase to the individual contractors supposed by us to be members of the contractors' association. I do not remember that we sent a committee to the contractors about March 1. We have what is called an arbitration board; they may have met the contractors.

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The reduction of wages by the carpenters in 1894 was voluntary; it was done by a vote of the organization.

On examination by the Chairman:

I am president of the carpenters' union. I think the rate of wages ought to be 45 cents; that is the rate of wages for carpenters in St. Louis; the demand there was made the same time as ours and it has been conceded. The rate for St. Louis previous to that time was 40 cents. I think the rate in East St. Louis ought to be the same as in St. Louis.

On examination by Mr. Keefe:

The buildings constructed in East St. Louis are mostly frame. More time is lost on these than on brick buildings. Instead of working 200 days in rotation, we may work only 12 or 16 days in the month; the extra 100 days would be mixed up with the others through the year.

On re-examination by Mr. McGlynn:

Our board of arbitration is composed of members of the carpenters union. Its purpose is to bring about agreements between our organization and the carpenter contractors of East St. Louis.

It is considered by working men that the cost of living is more here than in St. Louis. Rent is higher and living is higher. Rent for a three-room cottage in East St. Louis will average from $8 to $11 a month, owing to location; a four-room cottage from $14 to $17, owing to location, of course. In St. Louis rent is less and you have better streets and street cars are more handy.

GEORGE SCHLOSSER—George Schlosser, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a carpenter; member of the carpenters' organization; am on the arbitrating committee; our committee made the demand on the contractors for the increase; we received no answer from the contractors. When we made our demand we passed a resolution to allow only one man to use tools on a job, where members of the union should join together and secure a contract. This was to avoid further friction with the contractors, who have complained for several years that members of the union have bid against them.

Our demand for the increase was made on the individual contractors. We appointed a committee to go around and interview the contractors, getting their sentiments. The committee made a report that a majority of the contractors offered no objection to an increase of wages. It was a written report. We received no communication from the contractors on the first of April.

I have been a carpenter fourteen years; have worked in East St. Louis at the trade five or six years. My wages last year amounted to $612.25; I worked 207 days. I have a family—wife and one child, and also keep two of my sister's children. My house rent is $10 per month for four rooms. It is claimed that rent and cost of living are higher in East St. Louis than in St. Louis. The average rent for a three-room house is all the way from $9 to $11, sometimes $12; a four-room cottage rents from $10 to $17 a month, according to location. People who come from St. Louis to this side always raise that objection—that rent is higher here. As far as living expenses are concerned, East St. Louis is one of the most expensive cities in the United States. A good many people from this side go to St. Louis to buy all their groceries and necessaries of life; we can save from ten to fifteen per cent.

On cross-examination by Mr. Gray:

I should say there are only four or five members of the union that now do a contracting business in competition with the employers who are not members of the union; some of them have resigned. I was not idle an hour last year on account of a strike. The 92 days I was idle were stretched out between the working days.

C. P. HELLRUNG—C. P. Hellrung, being sworn by the chairman, testified:

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On examination-in-chief by Mr. McGlynn:

I am a carpenter; have been employed at that trade about eleven years; have lived in East St. Louis about eleven months, coming here May 17, 1899. From that date to April 1, 1900, I made $537. I am a married man; have no children. Am a renter; pay $10 a month. I was not able to make more last year because the work was not there for me to do. I know the wages paid in St. Louis only from hearsay—that the strike is declared off and they are getting 45 cents an hour; a man that belongs to Union 73 of St. Louis told me that.

On cross-examination by Mr. Gray:

I came here from Alton. I received there 25 cents an hour; worked ten hours a day. Population of Alton, with suburbs, is about 28,000. The present rate of wages in Alton is 30 cents an hour; they work eight hours. I had a house of my own in Alton, in the building and loan association.

Since the strike was called off here I have lost only half an hour. I live in an apartment house; two families living in it besides myself; I pay $10 a month for three rooms; it is on Fifth street, between St. Louis and Missouri avenues.

W. W. DILLOW—W. W. Dillow, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a carpenter; have been for fifteen or sixteen years; have worked at trade in East St. Louis since July 8 of last year. I have a wife and three children; paid $10 a month rent, at 211 N. Sixth street, up to last Saturday. I think the demand for 45 cents is just and reasonable. Before I came here I worked at Clinton, Ill. I understand the strike is off in St. Louis, and that they are paying 45 cents there.

On cross examination by Mr. Gray:

I was in the contracting business at Clinton; I paid wages of $2 to $2.25 for ten hours. I don't know exactly how much I earned last year; $400 would catch every cent of it. I was not off on account of any strikes last year. I made an earnest effort to secure employment when out of work. I am working now for the Southern Illinois Construction Company; have lost two days since the strike was declared off; fault was my own.

GUSTAV ZIMMERMAN—Gustav Zimmerman, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a carpenter; belong to the local organization of carpenters; have been employed at the carpenters' trade about eighteen years; have followed trade in East St. Louis four years. Amount of wages earned last year was about $455; lost a few days on account of sickness. In 1898 I made about $300; employment was hard to find. I own my home; it is not paid for yet. I heard from two members on the other side that the rate of wages now paid in St. Louis is 45 cents. I haven't much idea of the difference in cost of living between St. Louis and East St. Louis. I worked last year about two months on the other side; noticed prices of various articles in show windows; found them lower than here. I think 45 cents an hour is not too much for a carpenter; he has to furnish his own tools; last year it cost me $15 for tools. That is about the average expense per year.

J. C. ANDERSON—J. C. Anderson, being sworn, testified, on examination in chief by Mr. McGlynn:

I have been a carpenter for fifteen years; have lived in East St. Louis eleven years; have a wife and baby; own my residence property. Last year I made some $620; I could not get employment to earn more; this was at 35 cents an hour; lost no time on my own account. In 1898 I earned $618; that is about the same as I have averaged in past years; in 1892 and '93 I earned more. Last year I worked part of the time on my own house, but lost no time; it was when I had nothing else to do. I think the carpenters should have 45 cents an hour; don't know whether or not the contractors are in position to pay it.

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On examination by the chairman:

I own two houses; rent one of them for $14 a month; it is a story and a half house of five rooms. In 1896 I earned $600 at $2.50 a day. Building was good in '96 after the cyclone.

Board took a recess to 1 o'clock, p. m.

AFTERNOON SESSION.

The board reconvened at 1 o'clock, p. m.

JOSEPH HEATON—Joseph Heaton, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

Am a carpenter; belong to local union; have been a carpenter since 1884; came to East St. Louis in 1891. The notice demanding the raise in wages was served on the contractors individually. Last year I earned $726.17; that is above the average earnings of carpenters in East St. Louis; I happened to be working for a man who happened to have a pretty good run of work. I have a wife and one child; pay $9 a month rent; live in a flat, on second floor with rear entrance. I have lived both in St. Louis and East St. Louis, and I think it costs more to live here than across the river. I lived in St. Louis in 1891; paid the same rent I am now paying, and had a front entrance, bath room, and a good deal better accommodations than I get here for the same money. Groceries, clothing and shoes cost more in East St. Louis than in St. Louis. We have reports from the St. Louis unions that the strike is settled there on a basis of 45 cents an hour. At Yonkers, New York, carpenters get 37½ cents an hour; at Vincennes, Indiana, 40 cents; population of Vincennes is about 60,000. Population of East St. Louis is between 35,000 and 40,000; composed largely of laboring men. In New York City carpenters get from $3 to $3.50 to $4 a day. I don't believe 20 per cent of the carpenters in our organization in East St. Louis own their own homes. Carpenters here can not find steady employment throughout the year; the buildings put up here are small in comparison to those in St. Louis; the elements are also against us here; if it rains we have to stop work; often we have to wait for material, and can do nothing while waiting. I have worked over the country a little bit, and my experience is I have never seen a city that offers as poor an inducement to carpenters as East St. Louis does.

R. FUELLE—R. Fuelle, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I have lived in St. Louis for nineteen years; have been engaged at the carpenter trade for all of that time. The rate of wages now being paid in St. Louis to union men is 45 cents an hour. There is no strike on there at present. Last year the men received 35 cents an hour. A carpenter will be able to work on an average about half-time; the supply of carpenters in St. Louis is greater than the demand; the building trade there is not in good condition at the present time. The painters in St. Louis are receiving 37½ cents an hour; they received last year $2.50 per day, 8 hours.

On cross-examination by Mr. Gray:

I am secretary of the Carpenters' District Council of St. Louis, which comprises all the carpenters. There is no strike on now among the carpenters of St. Louis that I know of; I would know it if there was one; the journeymen carpenters declared the strike off.

Q. Isn't it a fact that a majority of the most reliable contractors in St. Louis have not conceded to 45 cents an hour? A. That is more than I can tell. Every contractor that is employing union men is paying 45 cents an hour.

Q. Is there a percentage of those belonging to the union engaged in the contracting business? A. No, sir.

Q. Do you allow a carpenter who has a card from your union to conduct a contractors' business? A. No, we do not. There is a certain specification about it. A man can take a little job from a friend. If he remains in the contractors' business six months, he must withdraw from the organization.

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I have been secretary of the organization two years. We have about 1,800 members in good standing; there are more carpenters in St. Louis; there are always a few hundred non-union men in St. Louis. About 1,100 union men are now working. There are probably between 250 and 300 non-union men in St. Louis at the present time. Trade in St. Louis now is almost at a standstill; this is due to the street car strike.

W. C. BOSQUIT—W. C. Bosquit, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a contractor, in the building line; we take anything that is built in East St. Louis, from the biggest to the smallest; I am a general contractor. I have been contracting in East St. Louis since 1890; am a member of the Builders' Exchange. As an individual contractor—not as a member of the Exchange—I received notice of the demand for an advance of wages, to take effect the first of April. Between the time of the demand and the first of April I figured on contracts, but not on the basis of the advance demanded. Last year I did probably $25,000 or $30,000 worth of business. My profits profits were between $700 and $800; that is, including my time and everything—my year's earnings. Some times I had 20 carpenters employed—some times less. A good mechanic should not go idle in East St. Louis; I had men working for me eleven months last year. We have mechanics that are good willing fellows and work hard, and are good so far as they know; we have others that are good anywhere, and if they are industrious they are pretty well employed. Under the conditions, I think it is unfair to the good mechanic to pay them all alike.

From the figures of other contractors, I should say that none of them have based bids on the increased wages demanded. At the present time the condition of the building trade in East St. Louis is bad. I think this is on account of the strike; we had as fine a prospect as I ever saw in the spring. There has been an advance in the price of material in the past two or three years; some has advanced and some has not. The builder's profits have not advanced.

The journeyman carpenters have figures against us right along. They double up on jobs and make the competition sharp. Some that call themselves union contractors, claiming to be members of the union, are Mr. Austin, Mr. Curtis, Mr. Genther and Mr. Hathaway. There are also others—Keifer, Ross and Frederick.

On cross-examination by Mr. Gray:

I think I worked last year on an average about fourteen hours a day; I worked 365 days, pretty near; we post our books on Sunday; it takes from 8 o'clock in the morning to 4 in the afternoon; I could not sleep good of nights.

N. PELLIGREEN—N. Pelligreen, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a general contractor in St. Louis. A majority of the bosses who employ union men have not acceded to the demands of the union. Our association consists of 165 contractors. There were sixty members at our last meeting, and they figured that if the strike in St. Louis was settled they could put to work about 1,200 men. I would not say the carpenters of St. Louis are not entitled to a raise, but I think a raise of 80 cents a day is more than the business will stand. Last year my men averaged about $850 a piece. That was at 35 cents an hour; I was paying some $3 a day.

DANIEL EVANS—Daniel Evans, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a builder in St. Louis. The strike is not settled in St. Louis; the carpenters are not being paid universally 45 cents an hour. So far as I am individually concerned, if the matter of sympathetic strikes was satisfactorily settled, I should be willing to pay the advance demanded.

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FRANK C. MUELLER—Frank C. Mueller, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a builder in St. Louis; a member of the Master Builders' Association of St. Louis; we are paying 35 cents an hour. I am employing none at present, but understand those that are working are paying 35 cents an hour. I should judge the rate of wages in St. Louis and East St. Louis ought to be the same.

W. T. SMITH—W. T. Smith, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a carpenter; reside in St. Louis; have been employed as a carpenter in St. Louis about four years; am not employed at the present time. There are several jobs going on in St. Louis at forty-five cents an hour; there are possibly 800 men, maybe more, now at work in St. Louis at forty-five cents an hour. My average earnings in St. Louis the past year were between $700 and $800. I worked for a large contractor; a carpenter has a better opportunity to get in time working on a large building than on a smaller one. I was working at thirty-five cents an hour up to the first of April.

WILLIAM GRUENWALD—William Gruenwald, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a carpenter and live in St. Louis; have lived there six years; I am getting forty-five cents an hour at the present time; nearly all the contractors that are doing work now in St. Louis are paying forty-five cents an hour.

JOSEPH A. KASPER—Joseph A. Kasper, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a carpenter and live in St. Louis; I have been getting forty-five cents an hour.

GEORGE JAMES—George James, being sworn, testified:

On examination in chief by Mr. McGlynn:

I reside in St. Louis: have been a carpenter thirteen years steady; all of that time in St. Louis. I got thirty-five cents an hour up to the first of April, since then I have been getting forty-five cents an hour. I pay $7 a month rent; I have three rooms; the yard is very small; I made a small amount last year; about $350.

SAMUEL MARSHALL—Samuel Marshall, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a carpenter; have lived in St. Louis since 1892. Since the first of April I have received forty-five cents for all the work I have done. I pay $10 a month rent; I have four rooms; it is a pretty fair house I would call it; built on a 25 foot lot, a small yard in front and a back yard. I worked about two-thirds of the time last year; I tried to get work but we don't always get work.

I. C. TULLER—I. C. Tuller, being sworn, testified:

On examination in chief by Mr. Gray:

I have lived at Alton 12 years. The present rate of wages for carpenters at Alton is 30 cents an hour; they work eight hours. Painters get 30 cents an hour and work eight hours. I have been a contractor all the time I have lived at Alton. There are about 70 carpenters in the organization. The condition of trade in Alton last year was pretty good. A good many carpenters own their own homes. A three or four room cottage there will rent for about $7 a month. The journeymen carpenters of Alton enter into competition with the contractors; they figure against us and injure our business.

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WILLIAM WIEMER—William Wiemer, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a carpenter and builder at Belleville, Ill.; I employ carpenters there; pay 30 cents an hour. I have been contracting in Belleville for seventeen years. The carpenters there have been receiving 30 cents for a year and a half or two years. Probably one-third of the carpenters of Belleville own their own homes. Our carpenters last year averaged about $500 or $600. I also contract in East St. Louis; I employ my Belleville men on jobs here; sometimes I employ East St. Louis men; I pay 35 cents an hour here. The Belleville men pay car fare and come here to work. More than half of my work in the past year has been done here.

JOSEPH B. REISS—Joseph B. Reiss, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a general contractor at Belleville, Ill. I pay my carpenters 30 cents an hour, eight hours a day. A three-room house in a decent locality would rent from $7.50 to $8.00, and on up; a four-room house in a nice location would rent for $10 or $11. The Harrison Machine Works at Belleville employs from ten to fifteen carpenters, and pays $2.25 for ten hours' work. There are at least 75 carpenters in Belleville. I should think their average wages would be between $500 and $600. I do a good deal of work in the country; recently put up a church at Smithton, a little town; paid the same wages as at home; took my men with me.

I don't think the carpenters of East St. Louis are entitled to the increase they demand; the competition is too great.

On cross-examination by Mr. McGlynn:

Q. Isn't it a fact that if the rate was 45 cents it would not either lessen or increase the competition? A. Well, I think there wouldn't be so much work going on. The more building there is, the better price you get for your work.

Q. What would you say building material has advanced the past year? A. During the past year it has not advanced any; if anything, it is going down now.

Q. How much has it advanced the past three years? A. In the past three years, taking building in general, about 25 per cent, including the labor.

Q. You paid the union scale all the way through on this building—the City Hall? A. Yes, sir, I did.

Q. How many Belleville men have you employed here on this building and other buildings here? A. About one-half Belleville and half East St. Louis.

Q. The Belleville men go home every night? A. Yes, sir.

Q. You have nothing to do with their transportation? A. No, sir.

Rent is a little higher here than at Belleville. Garden truck you can get as cheap here as at Belleville.

I believe the granting of the 45 cent rate would curtail the amount of building to be done in East St. Louis; there would still be the same number of contractors and competition would be increased.

On examination by the Chairman:

Q. What would be the effect on the carpenters of East St. Louis if the price was fixed at 45 cents here and remained 30 cents at Belleville? A. That is pretty hard to answer. It would make it hard for us to get East St. Louis men to work there.

Q. Would they come over here? A. Oh, yes; there is a certain number that come over here anyhow. I have some East St. Louis and St. Louis men working for me.

Q. You think if the price was fixed at 45 cents it would have a tendency to retard building? A. I think it would. Take it in our town. I know

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there would be some building going on now if material wasn't so high. I was going to put up a building myself, but I did not do it on account of everything being so high.

Q. On account of the price of material or labor? A. Everything combined.

MICHAEL BORG—Michael Borg, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a painting contractor at Belleville, Ill. The wages paid the journeymen painters in Belleville is 30 cents an hour. There are manufacturing establishments in Belleville that employ other than union painters; the Harrison Machine Works, from 8 to 12, the Sucker State Drilling Company, in the busy season, from 8 to 10 men. They pay from $2.00 to $2.25 per day; the men work from 9 to 10 hours. I pay 30 cents an hour, or $2.40 for a day of 8 hours.

A four-room cottage in Belleville, in a respectable locality, will rent for $10 or $12 a month. You can live here pretty nearly as cheap as in Belleville.

On cross-examination by Mr. McGlynn:

The journeymen that worked for me last year, in the busy season, from spring to fall, averaged from $400 to $450—in about 6 or 8 months. We have between 30 and 40 journeymen painters in Belleville.

Some painters are worth 37½ cents an hour; we have some in Belleville I would not pay 20 cents an hour. I could not afford to pay 37½ cents to all painters.

T. J. CHRISTMAN—T. J. Christman, being sworn, testified:

On examination-in-chief by Mr. Gray:

Painters in Belleville are paid 30 cents an hour; work 8 hours. We can not pay 37½ cents. I should judge the painting contractors in East St. Louis are situated about like we are. I never take painting contracts in East St. Louis.

Painting materials have advanced; I paid 35 cents for turpentine two years ago, and 65 cents now. Lead has gone up $2 a hundred in two years. Labor has increased. I used to work the men 10 hours and pay them $2, $2.25 and $2.50; now we are compelled to pay $2.40 for 8 hours work.

MARION FREDERICK—Marion Frederick, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a general building contractor in East St. Louis; have been engaged in the business of contracting for fifteen years. I am a member of Local Union No. 169.

(Evidence interrupted here. Witness testified later.)

The board adjourned until the following morning.

WEDNESDAY, JUNE 6—9:00 A. M.

The board met pursuant to adjournment with all members present.

A. H. CURTIS—A. H. Curtis, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I have lived in East St. Louis about seven years; have been a carpenter about twelve years; I have been taking contracts in East St. Louis for about six months; prior to residing in East St. Louis I contracted; for the last three months I have been contracting individually; before that time I was in partnership with a man by the name of Jimmerson. We were both union carpenters. I paid the union scale; I don't know what other contractors were paying. I went into the field on the same terms as all other contractors and got contracts through my bids.

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E. N. KIEFER—E. N. Kiefer, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I was born and raised in East St. Louis; have been engaged in the building line about ten years, contracting everything on my own account. I had a partner for two years; have been by myself about six years. I am a member of the carpenters' organization.

Q. During the last two years has there been any arrangement, secretly or otherwise, between you and anyone else, whereby union carpenters were to work at the jobs and profits divided? A. No, sir.

Q. You pay the union scale of wages? A. Yes, sir, and I have paid men as high as fifty cents above the union wages. I have got a man that I am now paying twenty cents more than what this board will decide.

Q. How much have you been paying your men since the first of April? A. I paid them off at the rate of $3 and one $3.20 a day, until this board decides what the wages shall be and then I shall pay them the difference.

Q. There is some testimony before this board to the effect that a union carpenter, such as yourself, are detrimental to the building trade by reason of the contracts which you make here by reducing the prices to be obtained for building. Will you explain that to the board? A. Well, I have no explanation at all for that, with the exception that whenever I figure against more than two or three I have no show. If there are more than two I won't figure at all on a job any more. All the work I have been getting is pretty nearly all preference work. Whenever I have got anybody to figure against me I hardly ever get any work.

GEORGE W. ROSS—George W. Ross, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I have lived in East St. Louis nine years; belong to the carpenters' organization. I am not in the contracting business in the building line. All the contracting I have ever figured in was on some screens. I was employed as a carpenter during the season of 1899. For the year ending April first this year I made $504.84. There was $21 of this amount that was not made at carpenter work; this would leave $483.84 made at the carpenter trade. I lost some time on account of sickness. I have a family of four. I rent a house here with my brother-in-law; we pay $13.50 a month between us, or $6.75 apiece. I think 45 cents per hour for carpenters in East St. Louis is reasonable.

SPENCER ELLSWORTH—Spencer Ellsworth, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am time-keeper and paymaster at the National Stockyards. We do some carpenter work at the stockyards. We have a small regular force which we pay $55 a month. Some of these carpenters belong to the carpenters' union. They work ten hours a day. Some of our work is let by contract.

On cross-examination by Mr. McGlynn:

The work done by our regular force that we pay $55 a month is repair work principally. The new work we let by contract. We have right now probably nine or ten carpenters.

PHILIP GRUENWALD—Philip Gruenwald, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a painter; have lived in East St. Louis about nine years; engaged in painting during that time. I received $2.45 per day up until two years ago; after that, $2.50; this was for eight hours work.

Last year from the first of the year to the lock-out the first of June, I made between $170 and $200; up until the first of April this year (sixteen months), I made about $445. That was all the time I could work, not being sick. Am a married man; have paid $9.50 per month rent for three-room house for the last two months. There are between thirty and forty painters in East St. Louis. The demand for an increase of wages was dated December 27, 1899;

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it was served upon all the master painters we could possibly reach; we received no reply to the communication. The average amount earned by the painters in East St. Louis for the season would be from $300 to $350. I do think 37½ cents an hour is enough for the painter. Since the first of April painters in St. Louis are receiving 37½ cents an hour.

C. J. LOVELING—C. J. Loveling, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a painter; member of the Painters' and Decorators' Association here; have been a painter and decorator in East St. Louis for eighteen years; I am a single man; I think the demand for 37½ cents an hour is reasonable; there are about 40 painters employed in East St. Louis at the present time; I think there is only one painter in East St. Louis that owns his own home, but he is a contractor at the present time; I could not tell how much money I made last year.

The initiation fee in our organization is $15. They pay it in installments—$2.50 per week.

The demand for an increase was based on the fact that the cost of living and every thing had gone up. The cost of my own living has not increased in the last three years; I pay $20 a month for board.

Mr. McGlynn announced that employés would rest their case.

Mr. Gray, on behalf of employers, made a statement, saying: "We are going to try to prove that the wages demanded by the different mechanics in East St. Louis is out of all reason, under the condition of affairs that exist in East St. Louis. We will also attempt to prove that contractors entering into legitimate competition, who carry on the greater volume of business and employ the greatest number of mechanics can not, under present conditions, pay the advance asked. It does not rest entirely with us to say what the wages shall be. If you increase the wages to the demands asked, the volume of business will decrease very materially. We will attempt to prove to you that there has been a great amount of building business in East St. Louis stopped on account of the pending troubles between the mechanics and their employers; that the entire community of East St. Louis is opposed to the advance asked by the carpenters, from the fact, as we will prove, that carpenters are now receiving far above the average wages paid in any other city of like population and like conditions. The contractor himself does not pay the money to the journeyman. Our people who build houses absolutely refuse to build if any material increase is granted. We will also attempt to prove that material is on the decline; that no material has been advanced to what it was previous to the panic year, when the workmen enjoyed the same wages and the same hours as under the present conditions; that the prices of material have been only restored to what they were previous to the panic years."

J. W. KENNEDY—J. W. Kennedy, being sworn, testified:

On examination in chief by Mr. Gray:

I am an architect and superintendent in East St. Louis; I let contracts for my clients; on contracts involving from $8,000 to $10,000 I would have from eight to a dozen bids; I have had as high as 29 bids on one job; I have clients that are waiting for the decision of this board; if any material increase in wages is granted, they will not go ahead; some that contemplated building this year have already invested their money in other ways and have given up the idea of building altogether; capitalists that have built in East St. Louis have been making from ten per cent up on their investment; I know of one investment that is making from 30 to 35 per cent; there are lots making over ten per cent; I mean while the property is new; I am allowing nothing for depreciation of property; I have a good many clients who are working people; the decision of people not to build this year has been due to the increase in material and labor, both taken together.

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A. B. FRANKEL—A. B. Frankel, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am an architect. I have a number of plans prepared and filed away until this is settled. Some will go ahead and some will not. I have a list of $90,000 worth of work that is now lying idle in my office on account of the unsettled labor conditions and of the demand for increased wages. Most of the building done here is by people who have to borrow the money. I have one client that gets $1.75 a day. He runs an elevator at Swift's packing house. He proposed to invest $8,000 in a store building and flats. There are very few buildings that pay the investors over ten per cent.

LUCAS PFEIFFENBERGER—Lucas Pfeiffenberger, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am an architect; my firm has been engaged in architectural business in East St. Louis since 1890; I have been here since 1894. The outlook for building this spring, previous to the labor troubles, was better than the previous season. Some of my clients have told me that on account of the advance asked by the mechanics they will let their buildings go over; one set of drawings we had complete has been set aside on account of the unsettled condition—he was willing to pay the advance.

J. N. BARTLOW—J. N. Bartlow, being sworn, testified.

On examination-in-chief by Mr. Gray:

I am an architect and superintendent. About a month ago I made some plans for a party that was expecting to put up a double building on Broadway, and on account of the strike and the unsettled condition of affairs he postponed it altogether. This work will not be in the market again this year. I regard 45 cents an hour for carpenters a little excessive under the present condition of affairs; I think it is too much of an advance at one time.

On cross-examination by Mr. McGlynn:

I do not know that there should be any difference in wages in St. Louis and East St. Louis; they should run about the same.

Re-examination by Mr. Gray:

Q. Trade conditions, outside of the mercantile buildings, is dull? A. Yes, sir.

Q. St. Louis is over-built? A. Yes, sir; there isn't enough business to employ the men that are already there.

Q. Is East St. Louis over-built? A. I would not judge it that way.

Q. From your knowledge of St. Louis, don't you believe that if 100,000 people moved in there between tonight and tomorrow morning, they could all find vacant homes? A. Yes, I guess they could; there are lots of idle houses there.

B. A. MUELLER—B. A. Mueller, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am an architect and superintendent. There is business in my office that is being held back on account of the unsettled condition of affairs. Dr. De Haan has refused to go ahead with a building on account of the labor troubles. The building he proposed to put up would have cost $24,000.

I don't think there was much difference in the cost of lumber in 1894 and now.

I had several prospective clients that positively refused to go ahead with their work on account of the unsettled conditions existing through the demands of the different mechanics. I think this volume of business would have amounted to $50,000.

On cross-examination by Mr. McGlynn:

The reason Dr. De Haan refused to build was that the bid came to $24,000; if it had been $20,000 he would have built.

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On re-examination by Mr. Gray:

At the present cost of building my clients, in many instances, do not realize ten per cent on their investment. I think 45 cents an hour for carpenters in East St. Louis is too much.

M. S. LOOMIS—M. S. Loomis, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a stair-builder; live in St. Louis. I do not think the contractors in St. Louis are paying 45 cents an hour; I know some of them are not. There are a great many small contractors in the outskirts of St. Louis that do not recognize the carpenters' union.

I own a four-room flat which I rent for $14 a month; my agent protested against it and said I ought to have $17. This is 42 blocks from the river.

GEORGE FRITZ—George Fritz, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am superintendent of construction for the Swift Packing Company of East St. Louis; I was occupying that position on the first of April. Previous to April 1 we paid our carpenters 35 cents an hour, eight hours a day. We are now paying 25 cents an hour, ten hours a day. The reason for the change was that the carpenters demanded 45 cents an hour. The company did not see fit to grant the request; about 22½ cents an hour is standard pay around stock yards. We concluded we would hire other men and pay 25 cents, if we could get them. I am experiencing no difficulty in getting all the men I want at 25 cents an hour. The class of building we do requires as much skill as any other class of carpenter work. The number of carpenters I have at work runs from 90 to 100. I do not know whether any of these carpenters belong to the carpenters' union or not. I ask them no questions.

We have some six or seven painters in the building. We pay them from 17½ cents to 22½ cents per hour.

I have built for Swift & Company at a good many places—Chicago, Kansas City, St. Joseph. At Chicago we paid 22½ cents; in all cases they worked ten hours. We paid the same wages at St. Joseph. Our universal rate is 22½ cents an hour. Swift & Company have no difficulty in securing all the carpenters they want. We pay nowhere in excess of 25 cents.

On cross-examination by Mr. McGlynn:

We paid at the plant here 35 cents an hour for about 60 days, I should think, before the first of April. Prior to that we paid 22 1-2 cents. The number of men employed regularly would not exceed twenty-five.

On examination by Mr. Keefe:

I think I had eleven men when I paid 35 cents an hour. At that time we were putting in brick work, and it was necessary to have union men to set the joist behind the bricklayers, and we had to pay this price to get union men.

A. H. CURTIS—(Recalled:)

I have been contracting in East St. Louis about six months. I am a member of the carpenters' union. I am an organizer for the carpenters' union and for the American Federation of Labor.

Q. Have you ever had anybody refuse to sell you material? A. Yes, sir.

Q. For what reason? Because I was not a member of the Builders' Exchange.

Q. Did you ever offer them the money? A. No, sir; but I could cite you to men that they have refused to accept money from.

Q. Didn't you ask me the other day, if you had any mill work, whether I would figure on it? A. Yes, sir.

Q. What did I answer? A. You said you were in the business and would figure on any business that came along.

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Q. Am I a member of the Builders' Exchange? A. I imagine you are.

Q. Did you ask Goette & Son? A. Yes, sir.

Q. Did they refuse to sell to you? A. No, sir.

On cross-examination by Mr. McGlynn:

Q. Who was it that refused to sell to you? A. The East St. Louis Lumber company.

Q. Did they give you a reason? A. Yes, sir; they stated the reason why was from the fact that I was not a member of the Exchange.

Q. Did they tell you at that time that there was a rule in vogue in the Builders' Exchange not to sell to those who were not members of the Builders' Exchange? A. Yes, sir.

The board took a recess to 1 o'clock, p. m.

AFTERNOON SESSION.

Upon reconvening the board resumed the hearing of evidence.

Mr. Gray offered in evidence documents marked respectively "D," "E" and "F."

HENRY LEWIS—Henry Lewis, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a builder and contractor in East St. Louis; have been for about fourteen years. I consider the carpenters' demand for 45 cents an hour as being too much. I have employed a good many men in this town, and I have failed yet to see a good mechanic idle—that is, a good carpenter; I don't suppose there is one in the town that is out of a job. I have had men working for me nearly eleven months in the year. Thirty-five cents an hour is good pay, considering what we get for building houses.

I am a member of the Builders' Exchange. I know of no rule of the Exchange that material men shall not sell material to anyone not a member of the Exchange.

T. W. MURRAY—T. W. Murray, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a painting contractor; have been engaged in the business in East St. Louis since 1891. The most prosperous years in my business were from 1891 to 1894; that is, I made more money for the volume of business. I do not think the condition of the business at the present time justifies any increase whatever in the wages of the painters. I employ thirteen painters. They do not all possess the same ability. If the best is worth $3 a day the poorest is worth about 75 cents. In the busy season, in order to satisfy my customers, I have to have men on the job, and have to take men that I know are not worth half what I pay them. It has always been my policy to give the better mechanics the better rate of wages and to give them the preference of work.

I carried on the painting business in Louisville, Ky., and for twenty years in St. Louis, Mo. The wages of painters in St. Louis now are $3 a day. The bosses have agreed to pay that. Here in East St. Louis, pending this arbitration, we are paying $2.70 per day. I have four in the shop that I pay $3 a day.

E. C. HAMLER—E. C. Hamler, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a contractor. I am now doing some work at Granite City, five miles from here; employ four carpenters there, union and non-union. I paid union carpenters thirty cents an hour; they were from St. Louis.

Q. They demanded 45 cents an hour in St. Louis, and offered to work for you for 30 cents? A. Yes, and less; they offered to work for 25 cents.

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Q. Do you consider 25 cents in money in Granite City as having more purchasing power than 45 cents in St. Louis? A. I don't think so.

Q. Do these men go to and from their work daily? A. That is what they do.

I think 45 cents is too much. I worked a long time at journeyman work; I was getting $2.50 for ten hours, and I thought I was well paid. I saved money and bought property and built houses. There are thousands of carpenters that work for less than 35 cents an hour, and save money and build homes and live comfortably.

The majority of buildings we get to figure on in East St. Louis range from $3,000 to $4,000; we do a job once in a while that runs to $6,000 or $7,000. In St. Louis the buildings range from $10,000 to $100,000, and higher. We in East St. Louis could not undertake such large jobs.

J. A. HERR—J. A. Herr, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am in the lumber business. I did not refuse to sell a man a bill of lumber because he belonged to the carpenters' union; I sell to anybody that has the money; but during the strike, when the union contractors asked me for material, I reserved the right to deliver it myself. I would not refuse to sell to anybody, whether he had the money or not, if he was all right financially; I have not refused to sell to anyone because they were union contractors.

I do not know of any rule of the Builders' Exchange whereby I would be debarred from selling material to anybody. The initiation fee for membership in the Builders' Exchange is $2.

C. H. WAY—C. H. Way, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a general contractor in East St. Louis; the last two or three years I have had quite a volume of business; in 1898, about $15,000 worth of business, and in 1899 from $20,000 to $25,000. In 1898 I made about $700, including everything, wages and all.

Q. In 1899, allowing yourself $2.80 a day, state to the board how much profit you made? A. I didn't have a d——d cent; I came out in the hole. On the business I did I was not very much lower than my competitors. The contractors are not in a position to pay the advance demanded by the carpenters. I do not think we should pay as much as in St. Louis; the work is of a different class in St. Louis; competition is more active here than there; in St. Louis the contracts are large and but few contractors have the capital to figure on them; in East St. Louis most anybody who has mechanical ability and can get credit at the lumber yards can go into the contracting business; this makes the competition strong.

I am a member and officer of the Builders' Exchange; I know of no rule of the exchange denying the material men the privilege of furnishing material to union carpenters. The initiation fee in the Builders' Exchange before June 1 was $2; it is now $5.

A. ANDERSON—A. Anderson, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am a contractor and builder; have been in business in East St. Louis since 1886. My most prosperous years were in 1888 and 1889. I think the advance demanded by the carpenters and painters will kill the business.

I have some houses to rent; none nets over 10 per cent. I was a journeyman carpenter in East St. Louis for thirteen years before I began contracting; I worked ten hours a day for $2.25 a day. I paid $5 a month rent; the same house is for rent now for $5 a month. It cost just as much to live then as now; I paid $7 a barrel for flour and 23 cents for ham; I saved money—had two houses and three lots when I started contracting.

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EDWARD GOEDDE—Edward Goedde, being sworn, testified:

On examination-in-chief by Mr. Gray:

I am in the lumber business in East St. Louis; I would not refuse to sell lumber to a man because he belonged to the carpenters' union; we refused to sell lumber to Mr. Austin because he wished to haul it himself; they were trying to tell us whom we should employ as teamsters.

C. J. MILLER—C. J. Miller, being sworn, testified:

On examination in chief by Mr. Gray:

I am in the contracting business in East St. Louis; have been for seven years. I think the demand for an increase in wages is a little more than the contractors can afford to pay. The volume of business in East St. Louis has materially decreased owing to the labor agitation. Last year I did $3,100 worth of contracting business. I made $115 in profits; that included my own work and horse and wagon.

W. H. AUSTIN—W. H. Austin, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a carpenter; am a builder also; take building contracts. I have been engaged as a building contractor for over thirty years. I am a member of the carpenters' union. I have met the other contractors on the same terms as they met any other contractor. I have paid the union scale always.

Q. Have you experienced any difficulty in purchasing material for contracts which you have on hand? A. No, not on contracts; but I was working for Dr. DeHaan this spring—in fact all the work I have done since the first of January has been for him, repairing old houses; I had been getting lumber as I needed it at the different lumber yards. After the first of April I needed about 200 feet of lumber. I generally take my horse and wagon when I need only a small amount. When I went to Mr. Goedde, he refused to let me have it, and said he would send his own teamsters. I said "No, I won't be bothered with the teamsters." I went to Mr. Reiss, and he refused to let me have it. I went to the East St. Louis Lumber Company, and he would not let me have it without sending his teamsters. There was a little mill bill I had ordered before the strike. When I went to ——(?) he said he could not let me have it without I brought an order from the Builders' Exchange. I said I had nothing to do with the Builders' Exchange, and I went elsewhere and got it.

On one job I happened to be the lowest bidder, but I could not get my sub-bidders to give me a sub-bid, and I had to throw up the job. They stated they could not do it without being fined; that the Builders' Exchange contractors would not give them a sub-bid.

Material is higher than it was three years ago. I think the present condition of trade in East St. Louis would justify the increase demanded by the carpenters and painters.

MARION FREDERICK—(Examination of this witness commenced on previous day but not completed.)

On examination in chief by Mr. McGlynn:

I am a contractor and builder; have been engaged in the business in East St. Louis for about two years; member of carpenters' union. I come in competition with the other contractors; as far as I know, I compete on the same terms; I pay the union scale of wages; I think the circumstances entitle the carpenters to the raise they demand.

On cross examination by Mr. Gray:

I don't think the Builders' Exchange affects me very much; I might go into it if I thought circumstances were right—if I thought there would be any advantage. At present I don't see that it would be any advantage. I have been solicited to become a member of the Builders' Exchange.

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JOHN OWENS—John Owens, being sworn, testified:

On examination in chief by Mr. McGlynn:

I am a contractor in East St. Louis; am employing no men at present; employed six or eight last year; the carpenters are generally employed now pending a decision of this board; the men in my employ last year were paid $2.80 per day.

C. R. PALMER—C. R. Palmer, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am business agent for the different locals of the Building Trades Council; in such capacity I saw several of the officers of Swift & Company this year—particularly Mr. Patterson, the superintendent. Mr. Patterson agreed that one building under construction at that time should be a straight union job all the way through; this was the building on which carpenters were paid 35 cents an hour in order to have the bricklayers with them; they were discharged on the Saturday before the first of April; the agreement was not kept. Mr. Patterson, the superintendent, made the agreement on behalf of the company.

There is enough work now to employ the carpenters and painters—every man in East St. Louis. They are now working pending a decision of this board.

On examination by Mr. Forman:

Q. I want to know something about this Building Trades Council. When was it organized? A. The 13th of August, three years this coming August.

Q. How many unions are represented in it? A. Eighteen.

Q. How do you control your Building Trades Council—by delegates, or how? A. Yes, sir; each trade is entitled to three delegates.

Q. You have eighteen trades? A. Yes, sir.

Q. How many of those delegates represent unions on this side of the river? A. Four unions on this side.

Q. The others are on the other side? A. No, sir; Belleville has one.

Q. That makes five—four here and one in Belleville; where are the others? A. In St. Louis.

Q. What is the total? A. Eighteen.

Q. Whom do you receive your directions from, if you take any directions? A. From locals, or from the Building Trades Council; any local that has a grievance can direct me what they want done.

WALTER FORD—Walter Ford, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a journeyman painter; have lived in East St. Louis fifteen years. I have been working for the Franklin Paint Company since the first of April; receive $3 a day; work part of the time on the other side of the river. Last year I lost about three weeks on account of sickness. I made about $150 last year. Am a married man; pay $10 a month rent. I think the demand of 37 1-2 cents an hour for painters is reasonable. I was ready at all times last year to accept employment, except the three weeks I was sick; made an earnest effort to secure employment.

JAMES HATHAWAY—James Hathaway, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a carpenter; have lived in East St. Louis sixteen or seventeen years. Last year I made about $445; I took advantage of every opportunity to secure employment; this $445 includes $22 which I made while on a jury two weeks; one of these weeks I could have worked. I don't think 45 cents an

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hour is too much for carpenters, considering the way the men have to work here. Last year I came out $75 in debt. I never was sick in my life. I believe there are fully one-half of the carpenters whose circumstances are similar to mine.

On cross-examination by Mr. Gray:

I took two contracts last year; on the contracts we made an average when we divided up, of $2.91 a day. I could not tell how many days I worked.

DENNIS MCCARTHY—Dennis McCarthy, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a journeyman carpenter; I have worked in St. Louis, in Idaho, Montana and East St. Louis, and I have been more unsuccessful here than anywhere else. I have earned as high as $152.50 a month in Idaho; I have earned as high as $138 a month in Montana, working for Senator Clark; I have made as high as $83 a month in St. Louis; I can't make more than $400 a year in East St. Louis—not $40 a month on an average. I don't work on an average six months in the year. I find it difficult to get a job. It is not my lack of ability; no man has ever discharged me because of inability to do the work. I lose no time on account of sickness.

On cross-examination by Mr. Gray:

I own a house of three rooms, where I live; I have another house in course of construction; I will rent one.

JOHN MONTGOMERY—John Montgomery, being sworn, testified:

On examination-in-chief by Mr. McGlynn:

I am a journeyman carpenter; have been a journeyman carpenter in East St. Louis since 1886. Last year I made as a carpenter about $425; lost no time on account of sickness; this is all I could make at my trade.

C. L. GRAY—C. L. Gray, being sworn, made a statement and submitted written statement showing wages earned last year.

At the conclusion of Mr. Gray's evidence, arguments were made by Mr. McGlynn on behalf of the employés, and Mr. Gray on behalf of the employers.

The matter was taken under advisement, and the board adjourned.

EVIDENCE IN CHICAGO HEIGHTS CASE.

In the matter of the application of the coremakers employed by the Walburn-Swenson Company, of Chicago Heights. Hearing at Chicago Heights, July 27, 1900:

The following witnesses were sworn and examined: Owen Connors, Swan Belin, Michael Conway, John W. Smith and J. T. Lilly.

OWEN CONNORS—(Direct examination by E. M. McKinney.):

Q. What is your business? A. I am a coremaker.

Q. How loug have you been such? A. Eight years.

Q. Do you live in Chicago Heights? A. Yes, sir.

Q. Were you employed at the Walburn-Swenson Company during the month of May, 1899? A. I was.

Q. Were you employed before and at the time of the strike? A. Yes, sir.

Q. State in a short way in your own language the condition which led up to the strike. A. We got together and called a special meeting and agreed to go out for $2.75 a day, which is paid all around us here. The company wouldn't stand for it and we called a strike.

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Q. Were any of the committee discharged? A. Yes, sir. The committee went to the superintendent and were laid off a couple of evenings afterwards.

Q. What was done with respect to replacing the coremakers that were laid off? A. They put a boy in one of their places and a helper in the place of another.

Q. They put them in there to do the work of coremakers? A. Yes, sir.

Q. What did the coremakers do immediately following this action? A. We spoke to them about it, but they said they would run things to suit themselves.

Q. You protested against the substitution of apprentices to do coremakers work? A. Yes, sir.

Q. What action did the company take with respect to the grievances you presented to them at that time? A. They didn't seem to want to recognize us at all.

Q. What wages were you receiving at that time? A. $2.50 a day.

Q. Do you have any knowledge as to what other foundries pay coremakers in this vicinity? A. Yes, sir.

Q. State what it is. A. The Inland Foundry Company pay $2.75 a day.

Q. How far is that from here? A. Two miles.

Q. Do they pay them all $2.75? A. Some of them get three dollars.

Q. Do you know of your own knowledge what any other foundries in this vicinity pay? A. The Sargent Manufacturing Company pay $2.75.

Q. Does the Inland Foundry Company recognize the union. A. Yes, sir.

(By Mr. Calef.) I wish you would explain what the duties of a coremaker are. A. It is a molding business. We work with sand the same as a molder. It is a branch of the molding business.

Q. Does it require considerable skill? A. Yes, sir.

Q. How long does an average man have to work at the business before he is considered a practical man? A. Our constitution calls for four years.

Q. How many places are there here in which core makers are employed? A. Sargents, the Inland Foundry, and then this place out here.

Q. How many do they employ? A. Some times as high as 32 at Walburns.

Q. I mean the other places. A. They run about 10 on an average.

Q. I believe you said they pay $2.75 a day? A. Yes, sir; nothing less than that.

Q. How many hours a day? A. Ten.

Q. Is it the rule of the union to work 10 hours?

SWAN BOLIN—(Mr. McKinney): You are a core maker by profession? A. Yes, sir.

Q. How long have you been engaged in the business? A. About 13 years.

Q. Were you at work in the Walburn-Swenson plant at the time of the strike? A. Yes, sir.

Q. What wages were you receiving prior to the strike? A. I was foreman and was getting $2.75 a day.

Q. What were they paying the other core makers? A. They were paying them $2.50.

Q. That was the schedule price? A. Yes, sir.

Q. Have you been at work in any other foundry since the strike? A. I have been at work at Sargent's.

Q. At what wages? A. $2.75.

Q. As a workman or as a foreman? A. As a workman.

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Q. What wages do they pay there? A. $2.75.

Q. Do they recognize the rules and regulations of the union? A. Yes, sir.

Q. What can you say with respect to living expenses in Chicago Heights as compared with Chicago? A. It is a good deal higher out here.

Q. What rent did you pay in the city before you came here? A. Eight dollars.

Q. How many rooms in the house? A. Five.

Q. What do you pay here? A. Eleven dollars for the same amount of room.

Q. What is the price of coal in Chicago Heights as compared with the city? A. The last I bought was $7.25 a ton.

Q. Do you have any knowledge what it sells for in the city? A. I have heard that it sells for $5.75.

Q. Do you have any knowledge as to what the prevailing wage paid core makers throughout this vicinity is? A. At Columbia Heights they pay $2.75 and at Sargent's also.

By Mr. Calef: How long have they been paying $2.75 at Sargent's? A. I can not tell you but it was a good while before I started in there. I can not say exactly.

Q. What did they pay previous to that time? A. There was a new factory here and they paid $2.75.

Q. What wages did you receive in Chicago? A. They only paid $2.25.

Q. When was that? A. That was two and one-half years ago. That was before we were organized.

Q. What are they receiving there now? A. $2.75 in most of the shops.

MICHAEL CONWAY—(Mr. McKinney): You are a journeyman core maker? A. Yes, sir.

Q. How long? A. 16 years.

Q. You are officially connected with the core makers union in this place? A. Yes, sir.

Q. What connection have you? A, I am on the executive board.

Q. What is the number of that union? A. Local No. 35.

Q. In your position, have you occasion to know the wages paid to core makers in and about Chicago? A. Yes, sir.

Q. Just state to the board what your acquaintance has been. A. It has been my duty to go around from shop to shop, the same as a business agent. It has been my duty to find out if the men were getting the wages. Here is a list showing every shop and firm in Chicago that is paying the schedule price, and here is an agreement that the firms sign.

Q. I will ask you, Mr. Conway, if the exhibit I hand you, and which we will mark "Exhibit A," is a correct list of foundries in the city of Chicago which are paying $2.75 a day to core makers. A. It is a correct list as far as it goes.

Q. How many firms does this list include? A. 31.

Q. How many foundries are there in the city employing core makers? A. There are 33 or 34.

Q. And out of that number 31 pay the schedule of $2.75? A. All 34 pay it. There is no man working in Chicago under $2.75.

Q. Have you any advice as to what Frazer & Chalmers pay? A. They pay $2.75 a day.

Q. Do they recognize the union? A. They have not recognized the union but they pay union wages.

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Q. Does a man have to belong to the union in order to get work there? A. They do now.

Q. Mr. Conway has a list of fourteen foundries in Chicago which have signed the agreement which we will exhibit. These fourteen are included on the list which he has spoken of here. A. Fourteen of these firms have signed this agreement and the ones which have not signed it have made a verbal arrangement.

Q. Have you any knowledge as to living expenses out here? A. I know they are higher here than in Chicago. I tried to rent rooms out here for my family. In Chicago I paid $7 for five rooms and here they want $12 for the same amount of room. I can not say much about living expenses, but the rent is a great deal more.

JOHN W. SMITH—(Mr. McKinney): You are a journeyman core maker? A. Yes sir.

Q. How long? A. Thirteen years.

Q. Where do you live? A. Roseland.

Q. Have you any official connection with the Chicago coremakers union? A. Yes sir.

Q. What? A. I am on the executive board.

Q. With Mr. Conway? A. Yes sir.

Q. Have you had occasion to inquire as to the wages paid coremakers in Chicago? A. I have.

Q. You may state what you have ascertained. A. My business was to go around and see if they were all getting the wages. I was hired to see if they were all getting the wages. I found they were all getting $2.75 and some of them as high as $3.25.

Q. By all, you mean all on this list? A. Yes sir.

Q. How many foundries are there in the city employing coremakers? A. 34.

Q. How many pay $2.75? A. 31 or 32.

Q. (By Mr. Keefe.) What do the others pay? A. They are still on a strike.

Q. (By Mr. Calef.) Have you ever had any conversation with the officials of the Walburn-Swenson Company with reference to this matter? A. No sir.

Q. You do not know what reason they give for not paying the uniform scale of wages? A. No sir, I do not.

J. T. LILLEY—(Mr. McKinney): What is your occupation? A. Coremaker.

Q. How long? A. Eleven years.

Q. Were you employed by the Walburn-Swenson Company at the time of the strike here? A. Yes sir.

Q. When did you commence work for them? A. On the 19th of March, 1900.

Q. At what wage? A. $2.50.

Q. At that time how many coremakers were employed at the plant? A. 31.

Q. On the 20th of April did the company do anything with respect to laying off any coremakers? A. They laid off 14.

Q. From that time down to the time of the strike what was done? A. They kept laying off one or two every week until about the 16th of May.

Q. On or about the 10th of May was there a committee appointed to wait upon the company? A. Yes sir.

Q. What was the demand of the committee? A. They waited upon the superintendent and asked for 27 1-2 cents an hour, which is the schedule wage, but were refused.

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Q. What did the company do with respect to the committee? A. The committee that waited upon the committee was laid off, and one of the others, which left only 7.

Q. What did the company then do with respect to putting in apprentices to take the places of the men? A. The company put an apprentice boy on the coremakers work and then brought in a helper from the foundry and put him on another job where coremakers had been employed.

Q. How long after that was the strike ordered? A. It was ordered that noon, on the 16th.

Q. What is your official connection with the local union? A. I am the president.

Q. Have there been any negotiations between the union and the company with respect to an effort to settle the differences? A. Yes sir.

Q. Just state to the board the different committees that have waited upon the company. A. I was on the first committee that took in the demands. They refused to grant them so then there was another committee went in but I was not on that committee. They still refused to pay $2.75 or to recognize the union. We then offered to arbitrate.

Q. Have you waited upon Mr. Swenson since the strike and endeavored to bring about arbitration? A. Mr. Conway and myself waited upon Mr. Swenson, but he said there was nothing to arbitrate and he wouldn't recognize us in any way. He said he didn't want to have anything to do with it and refused to sign the joint application for arbitration.

Q. (By Mr. Calef.) Are you employed anywhere now? A. No, sir.

Q. Do you know of any reason why they can not pay the same wages? A. No, sir, I do not.

Q. How does their business compare with Sargent's, if you know? A. It requires as much skill, and the work is much harder. It is harder at Walburn-Swenson's because at Sargent's it is all light work. At Walburn-Swenson's we have to do a lot of lifting all the way through.

Q. How about the amount of business they do? A. Of course right at the present time they are slack.

Q. I mean the business they do generally? A. I suppose Walburn-Swenson does more than Sargent.

Q. Where did you work previous to the time you came here? A. I worked in Chicago at the John Ramsey Foundry.

Q. What did you receive there? A. $2.50.

Q. When was that? A. Last January. I worked there in January and February.

Q. Do you know what they are paying now? A. At the present time they are still out at Ramsey's.

Q. How many core makers are employed by this firm that are idle now? A. There are three working.

Q. (By Mr. Keefe.) You stated that they laid off a number of men from time to time. Was their places taken by others? A. No, sir. The committee waited upon the superintendent with regard to a raise and were laid off. When they were laid off the foreman brought in laborers and put them in their places.

Q. You said that thirty-one were employed? A. Yes, sir.

Q. What was the reason they gave for laying them off? A. Not sufficient work.

Q. Then, of course, it could not be expected that they would employ men if there wasn't anything for them to do? A. No, sir.

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Q, One of the witnesses stated that there was an apprentice and a helper substituted for the men. Has any coremakers been employed to take the places of those that were laid off previously? A. No, sir.

Q. Who is doing the work? A. They have seven boys there. They all went out but the two apprentices. They had an idea of the work and after we went out we allowed them to stay. The company put them on the heavy work and then took in several boys. For a while they had a coremaker but we persuaded him to leave town.

Q. How many are working there now? A. Seven boys and the foreman of the foundry.

Q. They are doing all the work that is being done there now? A. Yes, sir.

Q. (By Mr. Calef.) I believe you said you was on one of the committees? A. Yes, sir.

Q. What reason did they give for refusing to pay the wages? A. They said the work that was being done there was not worth $2.75, that business was slack and that they could not afford to pay it.

Q. How does the work there compare with other factories? A. It is much harder work than at the other factories in this town.

Mr. McKinney: I might subpœna the representatives of the other factories to corroborate the statements of these gentlemen as to the wages they are paying.

Mr. Conway: I would swear that King & Andrews are paying the scale.

Mr. McKinney: If the board will swear me I will testify as to the conditions here.

Mr. McKinney, was then duly sworn, and testified as follows:

I live in Chicago Heights and have had knowledge of the conditions here since the organization of the village in 1892. I was one of the members of the first company that was organized for the purpose of promoting the location of factories here, and while I have not lived here until recently, I have been very well informed as to the conditions here. The conditions have always been that the demands for houses have been far in excess of the supply. At the present time, to my personal knowledge, houses can not be had here to accommodate the people who are working here. They live in the nearby towns and come in here to work. Recently I had occasion to inquire as to rents. I found that I could get a flat in the city of Chicago for $15, with all the necessary accommodations. In Chicago Heights they cost from $20 to $25 and are not near as good. There is a flat within one-half a block of where I am living and the rent asked is $22. They have refused tenants at that price because the demand is so great that they can refuse to rent to any one that is not considered a desirable tenant. It is a five-room flat without heat and in the city would not cost over $12 or $15. The uniform rental in Chicago Heights is from one-half to one-third higher than in the city. None of the buildings here have heat.

On the question of living expenses, I will say that my wife buys all of her groceries in the city every opportunity she gets, and she goes in every week or so and buys her groceries. It is true with almost all of the necessities of life. On the general plan of living expenses in Chicago Heights, my inquiry has developed the fact that they are pretty uniformly one-third higher than in the city. The merchants out here appreciate the high tariff that is charged by the railroads to the city and put up their prices accordingly. One railroad company charges 60 cents and the other 65 cents to the city. The laboring people here who have not the time to go to the city nor the money to invest in commutation tickets are compelled to buy their supplies here. The price on coal, for instance, is about $1 to $1.25 higher. Meat is from two to four cents a pound higher, and everything else in proportion. I believe that is all I have to say as to the conditions here.

(By Mr. Calef.) I believe you conferred with Mr. Swenson with respect to these differences. A. Yes, sir.

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Q. What statements did he make? Did he give any reason why they could not pay the wages? A. He absolutely refused to talk about it. That is the sum and substance of it. He said there was nothing to arbitrate and refused to discuss it. I endeavored to bring out his reasons but he shut me off by saying he had nothing to arbitrate,

MR. LILLEY (recalled)—(Mr. McKinney): I will ask you what the document I hand you is? A. That is the constitution of the National Core Makers of America.

Q. Is the Chicago Heights local 56 a member? A. Yes, sir.

Q. Are the rules, regulations and constitution of the national union the rules, regulations and constitution of the Chicago Heights local? A. Yes, sir.

Q. I will introduce this constitution as exhibit B. I will particularly identify page 22 and will ask you what the regulation is as to apprentices. A. Any core maker serving an apprenticeship of four years at the trade, or who has worked at the trade four years, and is competent to command a general average of wages, may be admitted to membership in any local union after complying with the constitution of this union and the by-laws of the local union. As to apprentices, any boy engaging himself to learn the trade of core making shall in no case leave his employer without a just cause, and any apprentice so leaving shall not be permitted to work under the jurisdiction of any subordinate union, but shall be required to return to his employer. The following ratio of apprentices shall be allowed: One to each shop, irrespective of the number of core makers employed, and one to every eight core makers thereafter. And no boy shall begin to learn the trade previous to arriving at the age of sixteen years.

Mr. McKinney: I believe this is all the evidence that we have at hand. Anything additional that might be offered would be merely corroborative of what has been previously introduced.

Q. (By Mr. Calef.) How many men do they employ in all their departments? A. I should judge about 150.

Q. Are they non-union men? A. The machinists, molders and core makers are union men. They have carpenters and laborers.

Q. How many machinists and molders are employed? A. Last winter about 65 molders and at one time they had two gangs of machinists. I should say 75 during the day and 40 at night during the busy season.

Q. What difference is there between you and the company on the question of apprentices? A. At the time of the trouble we had 31 core makers and 3 apprentices. They laid off the core makers but kept on the apprentices. We didn't object to that at all. We let the apprentices work, but when the foreman put them in the places of the core makers and doing their work the committee went and informed the foreman that they would not stand for it The foreman said he would not take the helper off the work. We then called a special meeting and voted to go out on a strike.

Q. (By Mr. Keefe.) Where is your home? A. Chicago.

Q. You are there a good deal of the time? A. Yes, sir, most of the time. It is rather expensive for me to stay out here all of the time. My address is 2298 Indiana street.

By Mr. Calef: The board will take this matter under advisement and as soon as practicable will make such recommendations as we may think proper.

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THE ARBITRATION LAW OF ILLINOIS.

The law creating the State Board of Arbitration and defining its powers and duties was approved and in force August 2, 1895. An amendatory act, prepared by the board, approved and in force April 12, 1899, made additions to section 3 and inserted three new sections—5a, 5b and 6a. These amendments somewhat extend the power and jurisdiction of the board. Briefly stated, their provisions are as follows:

1. The board, by judicial process, may, in all cases, compel the attendance and testimony of witnesses and the production of necessary books and papers.

2. In case of a failure to abide by the decision of the board, in a joint proceeding, the decision, upon application of the aggrieved party, may be enforced by a rule of court.

3. The jurisdiction of the board is extended so as to include cases in which several employers have a common difference with their employés, if the aggregate number of the employés be more than twenty-five, regardless of the number employed by each individual employer involved.

4. It is made the duty of the mayors of cities, the presidents of incorporated towns and villages, and the chief executive officers of labor organizations to promptly communicate to the State Board of Arbitration information as to strikes and lockouts, actual or threatened.

An amendatory act, prepared in accordance with the recommendations of the board in its fifth annual report, was passed by the Forty-second General Assembly and in force July 1, 1901. This act inserts a new section (section 6b) which provides that in strikes or lockouts affecting the public interests, where neither party to the controversy shall consent to submit the matters in dispute to arbitration, the board of its own motion may proceed to make an investigation of all facts bearing upon the strike or lockout and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lockout. It is provided that in the prosecution of such inquiry the board shall have power to issue subpoenas and compel the attendance and testimony of witnesses as in other cases.

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The full text of the arbitration law, as amended by the acts of 1899 and 1901, is as follows:

AN ACT *to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.*

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a "State Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and only one of whom shall be an employé, and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and who shall receive a salary, to be fixed by the board, not to exceed $1,200 per annum, and his necessary traveling expenses, on bills of items to be approved by the board, to be paid out of the State treasury.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or bill in equity exists between an employer, whether an individual, co-partnership or corporation, employing not less than twenty-five persons, and his employés in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them; advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place of the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witnesses any operative or expert in the department of business affected,

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and any person who keeps the record of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the records of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpœnas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpœna or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer such questions as may be propounded touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony, or to produce such books and papers as may be lawfully required by said board; and said court or judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March of each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his or their intention not to be bound by the same after the expiration of sixty days therefrom. Said notice may be given to said employés by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employés shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respect it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as other process. Upon return made to the rule, the court, or the judge thereof, if in vacation, shall hear and determine the questions presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business, employing in the aggregate not less than twenty-five persons, and having a common difference with their employés, shall, co-operating together, make application for arbitration, or whenever such application shall be made by the employés of two or more employers engaged in the same general line of business, such employés being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employés in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employés of one employer, or by both.

§ 6. Whenever it shall come to the knowlege of the State board that a strike or lock-out is seriously threatened in the State, involving an employer and his employés, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself into communication as soon as may be with such employer or employés, and endeavor by meditation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.

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§ 6a. It shall be the duty of the mayor of every city, and the president of every incorporated town or village, whenever a strike or lock-out, involving more than twenty-five employés, shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the State Board of Arbitration, stating the name or names of the employer or employers and one or more employés, with their postoffice addresses, the nature of the controversy or difference existing, the number of employés involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lock-out, actual or threatened, involving the members of the organization of which he is an officer to immediately cummunicate the fact of such strike or lock-out to said board, with such information as he may possess, touching the difference or controversy, and the number of employés involved.

§ 6b. Whenever there shall exist a strike or lock-out, wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lock-out shall consent to submit the matter or matters in controversy to the State Board of Arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lock-out and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out; and in the prosecution of such inquiry the board shall have power to issue subpœnas and compel the attendance and testimony of witnesses as in other cases.

§ 7. The members of the said board shall receive a salary of $1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, coroner or constable to whom the same may be directed, or in whose hands the same may be placed for service.

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CIRCULAR OF INFORMATION.

The board has prepared the following circular of information relative to its powers and duties, revised to conform to the amendatory acts of 1899 and 1901.

The State Board of Arbitration, created by an act of the Legislature, approved August 2, 1895, consists of three persons appointed by the Governor, by and with the advice and consent of the Senate. One of the members of the board is required to be an employer of labor, and one an employé, selected from some labor organization. Not more than two shall belong to the same political party. All are sworn to a faithful discharge of their duties.

MEDIATION AND CONCILIATION.

The law provides for mediation and conciliation in cases in which neither party makes formal application to the board for arbitration. This provision is contained in the following section:

"Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State, involving an employer and his employés, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself into communication, as soon as may be, with such employer or employés, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to pursuade them to submit the matters in dispute to the State board."

This provision of the law has been found efficacious in the settlement of many controversies in which neither party has been willing to take a step which might be construed as a confession of weakness. The board occupies a disinterested and impartial attitude. It seeks to bring the two sides together in friendly conference, with a view to clearing away misconception and misunderstanding.

In order to facilitate the work of conciliation by giving the board prompt information of strikes and lock-outs, actual or threatened, the law provides:

"It shall be the duty of the mayor of every city, and the president of every incorporated town or village, whenever a strike or lock-out, involving more than twenty-five employés, shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the State Board of Arbitration, stating the name or names of the employer or employers and one or more employés, with their post-office addresses, the nature of the controversy or difference existing, the number of employés involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lock-out, actual or threatened, involving the members of the organization of which he is an officer to immediately communicate the fact of such strike or lock-out to said board, with such information as he may possess, touching the difference or controversy, and the number of employés involved."

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ARBITRATION.

Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employés, if at the time he employs not less than twenty-five persons in this State the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties, what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof.

The application must be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application.

Where a difference or controversy involves two or more employers, none of whom employs so many as twenty-five persons, but who employ in the aggregate not less than that number, said employers or their employés, or both, may make application and the board will act as in other cases.

As soon as may be after the receipt of the application, the secretary of the board is required to cause public notice to be given of the time and place fixed for a hearing. But public notice may be omitted whenever poth parties so request in writing.

In cases presented on the joint application of both parties, public notice is now usually omitted by agreement of all concerned; but in all cases the parties are notified in writing of the time and place for hearing, and the board may order public notice to be given at any stage of the proceedings.

"The board in all cases shall have power to summon as witnesses any operative or expert in the departments of business affected, and any person who keeps the record of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the records of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpœnas, and oath may be administered by the chairman of the board."

The board, by judicial process, may enforce the attendance and testimony of witnesses and the production of necessary books and papers.

In cases regularly submitted on written applications, according to law, it is the duty of the board to make a written decision thereof, such decision to be made public at once, and a copy to be filed with the clerk of the city or town in which the business is carried on. The law does not, in terms, prescribe the time within which the decision of the board shall be rendered, but from the requirements concerning the form of the application, it may be inferred that the decision, under ordinary circumstances, should be rendered within three weeks from the date of the application. Delays may be caused by press of public business, or for the convenience of the parties to the application, but the board will, in all cases, act with as much promptness as may be consistent with a just disposition of the matters involved.

The law provides that the decision shall be binding upon the parties who join in the application for a term of six months, or until either party shall have notified the other, in writing, of his intention not to be bound by the same at the expiration of sixty days from the giving of the notice.

"In the event of a failure to abide by the decision of said board in any case in which both employer and employés shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by

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a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respect it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as other process. Upon return made to the rule, the court, or the judge thereof if in vacation, shall hear and determine the questions presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt, but such punishment shall in no case extend to imprisonment."

APPLICATION BY ONE SIDE ONLY.

This board possesses no power to compel any person, whether employer or employé, to submit his grievance to arbitration. If an application be made by one side only, the other not joining therein, it is the duty of the board to investigate the matter or matters in controversy in the manner above set forth; and, under these circumstances, the board will not require the promise, manifestly intended for joint applications only, "to continue on in business or at work without any lock-out or strike" until the rendering of a decision. In such a case, however, the finding of the board will not be binding on either party. It can have no other effect than to "advise the respective parties what, if anything, ought to be done or submitted to by both," in the hope that such finding, based upon a full, fair and impartial inquiry, will be accepted by both sides as an equitable adjustment of all differences.

CASES AFFECTING THE PUBLIC INTERESTS.

By a legislative act in force July 1, 1901, the board is empowered, without petition from the parties directly involved, to proceed of its own motion to investigate a strike or lockout which affects the public welfare. The findings of the board in such cases are not legally enforcible; they are only advisory, and are made in the hope of their acceptance by the parties to the controversy. The law provides:

"Whenever there shall exist a strike or lock-out, wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lock-out shall consent to submit the matter or matters in controversy to the State Board of Arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lock-out and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out; and in the prosecution of such inquiry the board shall have power to issue subpœnas and compel the attendance and testimony of witnesses as in other cases."

For printed forms of application or for other information the board may be addressed at the State House, Springfield.

FREDERICK W. JOB, *Chairman,*
CHAUNCEY B. GEIGER,
W. A. MATHIS,
State Board of Arbitration.

J. MCCAN DAVIS,
Secretary.

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APPLICATION FOR ARBITRATION.

Printed blank applications for arbitration will be furnished upon request. The Board has two forms of application—one for the employer, the other for the employés. In case of a joint application, either form will serve the purpose, although properly, if the party taking the initiative be the employer, the "employer's application" should be used; if the employés take the initiative, it should be the "employés' application." The two forms are appended:

[Employers' application.]

STATE OF ILLINOIS.

To the Honorable State Board of Arbitration.

The undersigned .....
(name of employer or employés)
respectfully represent that .....
engaged in the business of .....
in.....in the
(name of city, town or village.)
county of.....in said State, and employ not less than twenty-five persons in the same general line of business; that a controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between your petitioner and.....employés, to-wit, those employed at said..... .....as .....
And your petitioner further say that the grievances complained of, concisely stated, are as follows.....
.....
.....

And your petitioner hereby promise to continue on in business, without any lockout, until the decision of this honorable board, if it shall be made within threelweeks of the date of filing this application.

Wherefore your pet.tioner pray that this honorable board will inquire into the cause of said dispute, and advise the respective parties thereto what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and should said employés join in this application, public notice of the hearing on this petition is hereby waived.

Dated this.....day of.....190..

.....
(Signature of employer.)

.....190..

The undersigned, constituting a majority of the employés in the department of the business in which the within described controversy or difference exists, hereby join in the within application and request that the State Board of Arbitration will inquire into the alleged grievances, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

And said employés promise that they will continue on at work without any strike, until the decision of the State Board of Arbitration, if it shall be made within three weeks of the date of filing said application. And public notice of the hearing on this petition is hereby waived.

And said employés hereby grant full authority to .....
(name of attorney or representative.)
or to such other person or persons as may be by him designated by written instrument duly filed with your honorable body, to act as their representative or representatives in the conduct of the inquiry upon this petition.

(Signatures of majority of employés.)

[Employés' Application.]

STATE OF ILLINOIS.

To the Honorable State Board of Arbitration.

The undersigned respectfully represent that .....
(name of employer or employers.)
engaged in the business of .....
in.....in the
(name of city, town or village.)
county of.....in said State, and employ not less than twenty-five persons in the same general line of business; that a controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between said .....
(name of employer or employers.)
and.....employés; and your petitioners further say that they constitute a majority of said employés, and that the grievances complained of, concisely stated, are as follows: .....
.....
.....
.....

And your petitioners hereby promise that they will continue on at work without any strike until the decision of this honorable board, if it shall be made within three weeks of the date of filing this application.

Wherefore your petitioners pray that this honorable board will inquire into the cause of said dispute, and advise the respective parties thereto what, if anything ought to be done or submitted,to by either or both to adjust said dispute, and should said employer join in this application, public notice of the hearing on this petition is hereby waived.

And your petitioners hereby grant full authority to .....
(name of attorney or representative.)
or to such other person or persons as may be by him designated by written instrument duly filed with your honorable body, to act as their representative or representatives in the conduct of the inquiry upon this petition.

Dated this.....day of.....190..

(Signature of majority of employés.)

.....

The within-named employer hereby join in the within application and request that the State Board of Arbitration will inquire into the alleged grievances, and advise the respective parties what, if anything, ought to be done or submitted to by either or both parties to adjust said dispute.

The said employer also promise to continue on in business, without any lockout, until the decision of the State Board of Arbitration, if it shall be made within three weeks of the date of filing said application. And public notice of the hearing on this petition is hereby waived.

.....
(Signature of employer.)

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